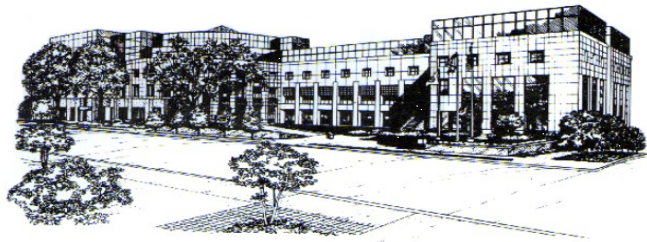


BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA REGULAR MEETING

**Tuesday, November 17, 2020
3:00 p.m.**

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



COUNTY COMMISSIONERS

Bryan Desloge, Chairman
District 4

Rick Minor, Vice Chair
District 3

Kristin Dozier
District 5

Jimbo Jackson
District 2

Mary Ann Lindley
At-Large

Nick Maddox
At-Large

Bill Proctor
District 1

Vincent S. Long
County Administrator

Chasity H. O'Steen
County Attorney

The Leon County Commission typically holds regular meetings on the second Tuesday of each month and workshops are held on the fourth Tuesday of the month. Regularly scheduled meetings are held at 3:00 p.m. and workshops are held at 1:00 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. 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, [YouTube](#) channel and [web site](#).

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.

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, November 17, 2020, 3:00 p.m.

The meeting will be held in the Leon County Courthouse, County Commission Chambers, Fifth Floor, located at 301 S. Monroe Street Tallahassee, Florida 32301.

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, [YouTube](#) channel and [web site](#).

Citizens wishing to provide input on any item(s) on the published agenda (or a non-agenda subject) for the upcoming meeting may share public comment by using one of the following three options:

- In-person at the meeting; or
- Register to provide comments using communications media technology during the meeting through the registration form using the following link <https://www2.leoncountyfl.gov/coadmin/agenda/>. Citizens wishing to comment during the meeting must register by 8 p.m. on the day before the meeting to provide County staff sufficient time to provide instructions to citizens for comment during the meeting; or
- Written comments via online submission prior to the meeting using the following link <https://leoncountyfl.gov/PublicComments>. Written comments should be submitted by 8 p.m. on the day before the meeting in order for the written comments to be distributed to the County Commission prior to the meeting. Written comments submitted after the 8 p.m. deadline on the day before the meeting (up until the time of the meeting) will be provided to the Commissioners but the County cannot guarantee that the Commissioners will have adequate time to review those comments prior to the meeting. All written comments will be added to the official record and posted on the County webpage.

Anyone needing assistance with submitting comments for the official record may contact County Administration via email at LCG_PublicComments@leoncountyfl.gov or via phone at 850-606-5300.

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.

Face coverings are required to be worn inside the Leon County Courthouse. Capacity inside the chambers is limited to allow adequate room for physical distancing. Overflow space will be set up if needed.

Leon County Board of County Commissioners Installation Ceremony and Board Reorganization

- **Invocation**

The Invocation provided by Pastor Clarence Jackson of Destiny Church TLH

- **Pledge of Allegiance**

By Chairman Bryan Desloge

- **Installation Ceremony Begins**

The Honorable Chief Judge Jonathan Sjostrom presiding

- **Remarks and Presentation**

The Honorable Chief Judge Jonathan Sjostrom presiding

- Presentation of Years of Service Pins to County Commissioners
- Presentations to Outgoing Chairman
- Remarks by Outgoing Chairman
- Farewell Presentations to Commissioner Mary Ann Lindley
- Remarks by Commissioner Lindley

- **Installation of Commissioners and Administration of the Oath of Office**

The Honorable Chief Judge Jonathan Sjostrom presiding

- **Reorganization**

The Honorable Clerk of the Court Gwen Marshall presiding

- Election of Chairman and Vice-Chairman
- Administration of the Oath of Office to the newly elected Chairman
- Incoming Chairman's Remarks

- **Short Recess**

The regular public meeting will reconvene following the recess.

AWARDS AND PRESENTATIONS

- Update on Coronavirus Disease 2019 (COVID-19)
(Vincent S. Long, County Administrator)

CONSENT

1. Minutes: May 21, 2020 Special Meeting; May 26, 2020 Joint Public Hearing; June 9, 2020 Special Meeting and September 29, 2020 Regular Meeting
(Clerk of Court)
2. Payment of Bills and Vouchers
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
3. Appointments to the Code Enforcement Board and the Tallahassee-Leon County Commission on the Status of Women and Girls
(County Administrator/ County Administration))
4. Government Alliance on Race and Equity Membership
(County Administrator/ County Administration)
5. Ratification of Board Actions at the October 27, 2020 Workshop on the 2021 State and Federal Legislative Priorities
(County Administrator/ County Administration)
6. Request to Schedule Two Public Hearings to Consider a Development Agreement Between Leon County, Pepe Silvia Group, LLC and the Estate of Samuel William Crowder, for January 26, 2021 and February 9, 2021
(County Administrator/ Development Support & Environmental Management)
7. Proposed Voluntary Annexation of the Residential Phases I, IA, II & III of the Fallschase Planned Unit Development
(County Administrator/ Development Support & Environmental Management)
8. Proposed Voluntary Annexation of Six Parcels or Portions Thereof Located Between East Paul Russell Road, Tram Road and South Blirstone Road
(County Administrator/ Development Support & Environmental Management)
9. FY 2020 Year-End and FY 2020 Carry Forward Adjustments and Update on Improvements to the Federal CARES Reimbursement Process
(County Administrator/ Office of Financial Stewardship)
10. FY 2021 Primary Health Care Program Agreements
(County Administrator/ Office of Human Services & Community Partnerships)
11. Agreement with Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services
(County Administrator/ Office of Human Services & Community Partnerships)
12. Acceptance of a Maintenance Agreement and Surety Device for Rivers Landing Phase IIA Subdivision and Approval of the Plat for Rivers Landing Phase IIB Subdivision
(County Administrator/ Public Works)

13. Extension of Solid Waste Consulting and Engineering Services Agreement
(County Administrator/ Public Works)

14. Resolution in Support of a Florida Department of Transportation Grant Application to Construct Five Safe Routes to School Sidewalk Projects
(County Administrator/ Public Works)

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

15. Status Update on the Capital Area Sustainability Compact Administrator Role
(County Administrator/ Office of Resource Stewardship)

16. Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc.
(County Administrator/ Office of Resource Stewardship)

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

Citizens wishing to provide input on any item(s) on the published agenda (or a non-agenda subject) for the upcoming meeting may:

- *Provide in-person comments during the meeting; or*
- *Submit their written comments prior to the meeting using the following link <https://leoncountyfl.gov/PublicComments>; or*
- *Register to provide comments using communications media technology during the meeting through the registration form using the following link <https://www2.leoncountyfl.gov/coadmin/agenda/>*

GENERAL BUSINESS

17. Status Report on Financing Options Available for Minority and Women-Owned Small Business Enterprises and Authorization to Partner with FAMU Federal Credit Union to Establish a \$1 Million Revolving Microlending Program
(County Administrator/ PLACE/ Office of Economic Opportunity)

18. Single-Stream Recycling Study Final Report and Recommendations
(County Administrator/ County Administration/ Office of Resource Stewardship)

19. Nominations to the Governor for Appointment to the Leon County Children's Services Council
(County Administrator/ County Administration)

20. Full Board Appointments to the Architectural Review Board and the Leon County Educational Facilities Authority
(County Administrator/ County Administration)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

21. First and Only Public Hearing to Consider a Revised Sixth Amendment to the Southwood Development of Regional Impact Integrated Development Order
(County Administrator/ Development Support & Environmental Management)

22. First and Only Public Hearing to Adopt the Proposed Ordinance Amending Chapter 2, Article XII of the Code of Laws of Leon County Relating to Lobbying Regulations
(County Attorney)

23. First of Two Public Hearings to Consider Adoption of an Ordinance Amending Article VIII of Chapter 10 of the Leon County Code of Laws Entitled “Floodplain Management”, and Amending Section 10 1.101 Entitled “Definitions” and Section 10-4.303 Entitled “Stormwater Management Design Standards”
(County Administrator/ Development Support & Environmental Management)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Canopy Community Development District Fiscal Year 2021 Meeting Dates
- Tallahassee Community Redevelopment Agency FY 2021 Adopted Budget
- Florida Development Finance Corp. FY 2020 Financial Statements and Audit Results

ADJOURN

*The next regular meeting of the Board of County Commissioners is tentatively scheduled for
Tuesday, December 8, 2020 at 3:00 p.m.*

**All lobbyists appearing before the Board must pay a \$25 annual registration fee.
For registration forms and/or additional information, please contact the Board Secretary
or visit the County Clerk website at www.leoncountyfl.gov**

PUBLIC NOTICE

Leon County Board of County Commissioners 2020 Tentative Meeting Schedule

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

Date	Day	Time	Meeting
January 27	Monday	9:00 a.m.	Board Retreat
January 28	Tuesday	3:00 p.m.	Regular Board Meeting
February 11	Tuesday	3:00 p.m.	Regular Board Meeting
February 25	Tuesday	1:00 p.m.	Joint Workshop Comprehensive Plan Amendments
February 25	Tuesday	3:00 p.m.	Regular Board Meeting
March 10	Tuesday	3:00 p.m.	Regular Board Meeting
April 14	Tuesday	3:00 p.m.	Regular Board Meeting
April 28	Tuesday	3:00 p.m.	Regular Board Meeting
May 12	Tuesday	3:00 p.m.	Regular Board Meeting
May 21	Thursday	3:00 p.m.	Special Board Meeting
May 26	Tuesday	6:00 p.m.	Joint Transmittal Hearing on 2020 Cycle Comprehensive Plan Amendments
June 9	Tuesday	3:00 p.m.	Special Board Meeting
June 16	Tuesday	3:00 p.m.	Regular Board Meeting
June 23	Tuesday	3:00 p.m.	Special Board Meeting
July 14	Tuesday	9:00 a.m.	Budget Workshop
July 14	Tuesday	3:00 p.m.	Regular Board Meeting
September 15	Tuesday	3:00 p.m.	Regular Board Meeting
September 15	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 29	Tuesday	3:00 p.m.	Regular Board Meeting
September 29	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 13	Tuesday	3:00 p.m.	Regular Board Meeting
October 13	Tuesday	6:00 p.m.	Joint Workshop & Adoption Hearing on 2020 Cycle Comprehensive Plan Amendments
October 27	Tuesday	3:00 p.m.	Board Workshop
November 10	Tuesday	6:00 p.m.	Adoption Hearing on 2020 Cycle Welaunee Comprehensive Plan Amendments
November 17	Tuesday	3:00 p.m.	Reorganization & Regular Board Meeting
December 8	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
October 2020	<i>Thursday 1 – Friday 2</i>		<i>FAC Advanced County Commissioner I Program Session 2</i>
	Tuesday 13	3:00 p.m.	Regular Meeting Virtual Meeting
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2020 Comprehensive Plan Amendments
		6:00 p.m.	Joint workshop on the Welaunee Arch Master Plan Comprehensive Plan Amendments
	<i>Thursday 15 – Friday 16</i>		<i>FAC Advanced County Commissioner II Program Session 3</i>
	Tuesday 20 Monday 19	9 a.m. – 1 p.m. 1:30 p.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD Regular Meeting
	Tuesday 27	1:00 p.m. Rescheduled To March 23rd	Workshop on Affordable Housing Initiatives County Courthouse, 5 th Floor Commission Chambers
	Tuesday 27	3:00 p.m.	Workshop on 2021 State and Federal Legislative Priorities Virtual Meeting
		3:00 p.m. Cancelled	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
November 2020	<i>Thursday 5 – Friday 6</i>		<i>FAC Advanced County Commissioner I Program Session 3</i>
	Tuesday 10	6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2020 Welaunee Comprehensive Plan Amendments City Commission Chambers
	Wednesday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Tuesday 17	3:00 p.m.	Installation, Reorganization and Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	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
		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
		6:00 p.m.	First of Two Public Hearings to Consider Adoption of an Ordinance Amending Article VIII of Chapter 10 of the Leon County Code of Laws Entitled "Floodplain Management" and also Amending Section 10 1.101 Entitled "Definitions" and Section 10-4.303 Entitled "Stormwater Management Design Standards"
	<i>Thursday 19 – Friday 20</i>		<i>FAC Advanced County Commissioner II Program Session 4</i>
	Monday 23	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 26	Offices Closed	THANKSGIVING DAY
	Friday 27	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2020	<i>Tuesday 1</i>		<i>FAC Ethics, Public Records & Sunshine Law Course</i>
	<i>Wednesday 2 – Friday 4</i>		<i>FAC Legislative Conference (includes New Commissioner Orientation on Dec. 3) Duval County; Jacksonville, FL</i>

Month	Day	Time	Meeting Type
December 2020 (cont.)	<i>Thursday 3 – Friday 4</i>		<i>FAC Advanced County Commissioner I Program Session 4</i>
	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 8	6:00 p.m.	First & Only Public Hearing to Consider amending the Official Zoning Map to change the Zoning Classification from Residential Preservation (RP) to Residential Preservation (RP) with Historic Preservation Overlay (HOP) Zoning District (Lake Hall Schoolhouse)
		6:00 p.m.	First & Only Public Hearing to Consider amending the Official Zoning Map to change Zoning Classification from Office Residential-2 (OR-2) to General Commercial (C-2) Zoning District (1904 Talpeco Drive)
		6:00 p.m.	First and Only Public Hearing on the 7th Amendment to the Southwood DRI Development Order
		6:00 p.m.	Second and Final Public Hearing to Consider Adoption of an Ordinance Amending Article VIII of Chapter 10 of the Leon County Code of Laws Entitled “Floodplain Management” and also Amending Section 10 1.101 Entitled “Definitions” and Section 10-4.303 Entitled “Stormwater Management Design Standards”
		6:00 p.m.	First & Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 5 of Leon County Code of Laws Entitled “Building and Construction Regulations”
	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
	<i>Thursday 17 – Friday 18</i>		<i>FAC Advanced County Commissioner II Program Session 5</i>
	Friday 25	Offices Closed	CHRISTMAS DAY

PUBLIC NOTICE

Leon County Board of County Commissioners 2021 Tentative Meeting Schedule

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

Date	Day	Time	Meeting
January 25	Monday	9:00 a.m.	Board Retreat
January 26	Tuesday	3:00 p.m.	Regular Board Meeting
February 9	Tuesday	3:00 p.m.	Regular Board Meeting
March 9	Tuesday	3:00 p.m.	Regular Board Meeting
March 23	Tuesday	1:00 p.m.	Joint County/City Workshop on Comprehensive Plan Amendments
April 13	Tuesday	3:00 p.m.	Regular Board Meeting
April 13	Tuesday	6:00 p.m.	Joint Transmittal Hearing on the 2021 Cycle Comprehensive Plan Amendments
April 27	Tuesday	9:00 a.m.	Budget Workshop
May 11	Tuesday	3:00 p.m.	Regular Board Meeting
May 25	Tuesday		Meeting and/or Workshop (TBD)
June 8	Tuesday	3:00 p.m.	Regular Board Meeting
June 8	Tuesday	6:00 p.m.	Joint Adoption Hearing on 2021 Cycle Comprehensive Plan Amendments
June 22	Tuesday	9:00 a.m.	Budget Workshop
July 13	Tuesday	9:00 a.m.	Budget Workshop (if necessary)
July 13	Tuesday	3:00 p.m.	Regular Board Meeting
September 14	Tuesday	3:00 p.m.	Regular Board Meeting
September 14	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 28	Tuesday	3:00 p.m.	Regular Board Meeting
September 28	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 12	Tuesday	3:00 p.m.	Regular Board Meeting
October 26	Tuesday		Meeting and/or Workshop (TBD)
November 9	Tuesday	3:00 p.m.	Reorganization & Regular Board Meeting
December 14	Tuesday	3:00 p.m.	Regular Board Meeting

Note: All regularly scheduled Commission meetings are generally scheduled for the 2nd Tuesday of the month and workshops for the 4th Tuesday. If additional Commission meetings are necessary, the meeting would be scheduled on the 4th Tuesday of the month in addition to or in place of a workshop.

PUBLIC NOTICE
Leon County Board of County Commissioners
2021 Tentative Meeting Schedule

Month	Day	Time	Meeting Type
January 2021	Friday 1	Offices Closed	NEW YEAR'S DAY
	Thursday 7 & Friday 8	Seminar 2 of 3	FAC Advanced County Commissioner I Program Session 5
	Tuesday 12	No meeting	BOARD RECESS
	Monday 18	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 19 <i>tentative</i>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 21 – Friday 22		FAC Advanced County Commissioner II Program Session 6
	Monday 25	9:00 a.m.	Board Retreat TBD
	Tuesday 26	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
February 2021	Thursday 4 & Friday 5		FAC Advanced County Commissioner I Program Session 6
	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 16 <i>tentative</i>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 18	1:00 p.m.	Blueprint Intergovernmental Agency Strategic Plan Workshop City Commission Chambers
	Thursday 18	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Thursday 18 – Friday 19		FAC Advanced County Commissioner II Program Session 7
	Saturday 20 – Wednesday 24		NACO Legislative Conference Washington, D.C.
March 2021	Thursday 4 & Friday 5		FAC Advanced County Commissioner I Program Session 7
	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 16 <i>tentative</i>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 16		FAC Ethics, Public Records & Sunshine Law Course
	Wednesday 17	7:30 a.m.	FAC Legislative Day Tallahassee, FL
	Thursday 18 – Friday 19		FAC New Commissioner / Structure & Authority Class and Commissioners Roles & Responsibilities Class
	Thursday 18 – Friday 19		FAC Advanced County Commissioner II Program Session 8
	Tuesday 23	1:00 p.m.	Joint County/City Workshop on the 2021 Cycle Comprehensive Plan Amendments
		3:00 p.m.	Workshop on Affordable Housing Initiatives County Courthouse, 5th Floor Commission Chambers
April 2021	Thursday 1 & Friday 2		FAC Advanced County Commissioner I Program Session 8
	Thursday 8	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers

Month	Day	Time	Meeting Type
April 2021 (cont.)	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 13	6:00 p.m.	Joint County/City Transmittal Hearing on Cycle 2021 Comprehensive Plan Amendments
	Tuesday 20 <i>tentative</i>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 27	9:00 a.m.	Budget Policy Workshop County Courthouse, 5 th Floor Commission Chambers
	TBD		Honor Flight
May 2021	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 18 <i>tentative</i>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 20	Offices Closed	EMANCIPATON DAY
	Tuesday 25	3:00 p.m.	Meeting and/or Workshop (to be determined) County Courthouse, 5 th Floor Commission Chambers
	Thursday 27	1:00 p.m.	Blueprint Intergovernmental Agency Budget Workshop City Commission Chambers
	Thursday 27	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Monday 31	Offices Closed	MEMORIAL DAY
June 2021	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint County/City Adoption Hearing on Cycle 2020 Comprehensive Plan Amendments
	Tuesday 15 <i>tentative</i>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 22	9:00 a.m.	Budget Workshop County Courthouse, 5 th Floor Commission Chambers
	<i>Tuesday 29 - Friday July 2</i>		<i>FAC Annual Conference & Educational Exposition Orange County; Orlando, FL</i>
July 2021	Monday 5	Offices Closed	INDEPENDENCE DAY observed
	Tuesday 13	9:00 a.m.	Budget Workshop (if necessary) County Courthouse, 5 th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	<i>Thursday 15</i>	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	<i>Friday 16 - Monday 19</i>		<i>NACo Annual Conference Travis County / Austin, Texas</i>
	Tuesday 20 <i>tentative</i>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 27	No Meeting	BOARD RECESS
	<i>Wednesday – Saturday TBD</i>		<i>National Urban League Annual Conference</i>
August 2021	<i>Friday 13 - Sunday 15</i>		<i>Chamber of Commerce Annual Conference Amelia Island, Fernandina Beach, FL</i>
	Tuesday 17 <i>tentative</i>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
September 2021	Monday 6	Offices Closed	LABOR DAY
	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers

Month	Day	Time	Meeting Type
September 2021 (cont.)		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 20/21*
	<i>Wednesday - Thursday TBD</i>		<i>FAC Innovation & Policy Conference</i>
	Tuesday 21 <i>tentative</i>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 23	5:00 p.m.	Blueprint Intergovernmental Agency Meeting & 6:00 p.m. Budget Public Hearing, City Commission Chambers
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 20/21*
	Wednesday – Sunday TBD	<i>typically mid- September</i>	<i>Congressional Black Caucus Annual Legislative Conference – Washington D.C.</i>
*These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings			
October 2021	<i>Sunday 3 – Wednesday 6</i>		<i>ICMA Annual Conference Multnomah County - Portland, Oregon</i>
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 19 <i>tentative</i>	9:00 a.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD
	Tuesday 26		Meeting and/or Workshop (to be determined) County Courthouse, 5 th Floor Commission Chambers
November 2021	Tuesday 9	3:00 p.m.	Reorganization and Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Thursday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Tuesday 23 <i>tentative</i>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 18	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Thursday 25	Offices Closed	THANKSGIVING DAY
	Friday 27	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2021	<i>Wednesday - Friday TBD</i>		<i>FAC Legislative Conference</i>
	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 21 <i>tentative</i>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Friday 24	Offices Closed	CHRISTMAS EVE
	Friday 31	Offices Closed	NEW YEAR'S EVE
January 2022	Tuesday 11	No Meeting	BOARD RECESS
	Monday 17		MARTIN LUTHER KING, JR. DAY

Citizen Committees, Boards, and Authorities Current and Upcoming Vacancies

leoncountyfl.gov/committees

CURRENT VACANCIES

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.)

Architectural Review Board

Seat available for an owner of historic preservation property (HPO zoning)

Board of County Commissioners (1 appointment)

Board of Adjustment & Appeals

Board of County Commissioners (1 appointment for the County Alternate Seat)

City of Tallahassee Commission (2 appointments)

Code Enforcement Board

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

Contractors Licensing & Examination Board

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

Leon County Educational Facilities Authority

Seat available for a higher education representative.

Board of County Commissioners (1 appointment)

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

Board of County Commissioners (Ratify 1 CSWG appointment)

UPCOMING VACANCIES

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)

DECEMBER 31, 2020 (cont.)

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)

MARCH 31, 2021

Contractors Licensing & Examination Board

Commissioner - District I: Bill Proctor (1 appointment)
Commissioner - District III: Rick Minor (1 appointment)
Commissioner – At-Large I: (1 appointment)

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

Leon County Board of County Commissioners

Agenda Item #1

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Minutes: May 21, 2020 Special Meeting; May 26, 2020 Joint Public Hearing; June 9, 2020 Special Meeting and September 29, 2020 Regular Meeting

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

Statement of Issue:

This item seeks Board review and approval of the following minutes: May 21, 2020 Special Meeting; May 26, 2020 Joint Public Hearing; June 9, 2020 Special Meeting; and September 29, 2020 Regular Meeting.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the minutes for the May 21, 2020 Special Meeting; May 26, 2020 Joint Public Hearing; June 9, 2020 Special Meeting; and September 29, 2020 Regular Meeting.

Attachments:

1. May 21, 2020 Special Meeting
2. May 26, 2020 Joint Public Hearing
3. June 9, 2020 Special Meeting
4. September 29, 2020 Regular Meeting

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
SPECIAL MEETING
May 21, 2020**

The Board of County Commissioners of Leon County, Florida met in special 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.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Commissioner Proctor.

Chairman Desloge read language into the meeting record concerning the virtual meeting and proceeded with rollcall.

Pursuant to the Governor's Executive Order 20-69, Emergency Management – COVID-19-Local Government Public Meetings, The Leon County Board of County Commissioners held this meeting via video conference.

County Attorney O'Steen read information into the record regarding temporary modifications to Board Policy to accommodate the use of communications media technology while holding virtual meetings and providing for the public to view the meeting and provide public comment.

SCHEDULED PUBLIC HEARINGS, 3:00 P.M.

- None

AWARDS AND PRESENTATIONS

- None

CONSENT:

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

1. Minutes: February 25, 2020, Regular Meeting

The Board approved Option 1: Approve the minutes of February 25, 2020, Regular Meeting.

2. Payment of Bills

The Board approved Option 1: Approve the payment of bills and vouchers submitted for May 21, 2020 and Pre-Approve of Payment of Bills and Vouchers for the Period of May 22, 2020 through June 15, 2020.

3. Ratification of Citizen Review Teams for FY 20/21 and FY 21/22 Community Human Services Partnership Funding Cycle

The Board approved Option 1: Ratify the Citizen Review Teams for the FY 20/21 and FY 21/22 Community Human Services Partnership funding cycle.

4. Resolution in Support of the Florida Department of State's Division of Historical Resources, Historic Preservation Grants Program Special Category Grant Application for Rehabilitation and Renovation of the Historic Railroad Station

The Board approved Option 1: Adopt the Resolution in support of the Florida Department of State's Division of Historical Resources, Historic Preservation Grants Program Special Category Grant application for the rehabilitation and renovation of the historic railroad station.

5. Proposed Revision to Policy No. 06-1, "Use and Scheduling of Parks & Recreation Facilities"

The Board approved Option 1: Adopt the proposed revised Policy No.06-1, "Use and Scheduling of Parks and Recreation Facilities".

Citizen Comments received via online submission:

- Susan Eaton, 2309 Killarney Way, commented in support of reopening the community parks children's' playgrounds.
- Bruce Campbell, 8837 Green Acorn Lane, commented in support of reopening the parks for Little League baseball.
- Bradley Hewett, 883 Kingsway Road, commented in support of reopening the dog parks.
- John Outland, 1562 Tung Hill Drive, commented in opposition of commercialization of County parks and greenways.
- Carolyn Cohen, 14242 Turkey Creek Drive, commented in support of fully reopening parks, restaurants, shops and gyms and only having restrictions for the vulnerable population.
- Gloria Arias, 2211 Killarney Way, commented in support of reopening dog parks and following guidelines in place for the Greenway.

Commissioner Jackson commended staff for the creation of the agenda item and addressing the food services needs in 32310.

Commissioner Dozier thanked Commissioner Jackson for calling attention to this item.

6. Approval of the Plat for Unit 1 of Chastain Manor Phase II Subdivision

The Board approved Option 1: Approve the plat for Unit I of the Chastain Manor Phase II Subdivision for recording in the Public Record, contingent upon staff's final review and approval, and authorized the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney.

Status Reports:

- None

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 they were submitted via online and entered into the public record.
 - Shelia Shellman, 3965 W. Pensacola Street, commented in support of reopening the parks and the playgrounds.
 - Darwin Gamble, 1248 Halifax Court, commented in opposition to the May 12th vote to move forward with holding the May 26th Public Hearing on the large-scale comprehensive plan amendments.
 - William Phelan, 9601-20 Miccosukee Road, commented in support of postponing the public hearing on the comprehensive plan amendments until the public can make in person comments in opposition of expanding the Urban Service Area.
 - Anita Hannan, 3942 Paces Court, commented in opposition of expanding the Urban Services area to the northeast since areas inside the existing Urban Service Area still lack urban services such as central water, sewer and transit; and in opposition to the two Welaunee Comprehensive Plan Amendments expanding Welaunee and destroying trees.

GENERAL BUSINESS

7. Leon County COVID-19 Response and Recovery Re-opening Plan

County Administrator Long introduced the item. He noted there were 24 citizens to be heard and comments to be entered into the record. He gave an overview of the proposed Leon County COVID-19 Response & Re-opening Plan but indicated that a full phased plan is speculative in nature as the plan relies on the State reopening plan. He reported that the Commission can provide more restrictive local measures than those required by the State. He presented the draft plan and stated once the Board approves, they will present the final draft.

- Phase 1 (*It still provides distancing*).
- Phase 2 (*will be implemented under future Executive Orders and possible modifications by the Board*).
- Phase 3 (*With Phase 3, Leon County Government will begin the normal phase which could last 6 months to a year or more*).

Citizens Comments received via online submission:

- Shelia Smith, 1670 Silverwood Drive, commented in support of opening the dog parks.
- Stephanie Evans, 2829 Botany Place, commented in opposition of reopening due to the risk of spreading the disease and in support of social distancing, mandatory masks, sanitizer stations and curfews.
- Curtis (Toby) Chapman, 12086 Waterfront Drive, expressed concern about the disregard for social distancing and the number of people gathering at the Fish Camp on the weekends.
- Katherine Adams, 19068 Talquin Drive, requested an increase in public education on the importance of wearing masks when in public places.

- Michelle Garber, 1101 Sandler Ridge Road, Chaires-Capitola Little League President, shared support of reopening the County ballfields for the 2020 Spring League baseball extended season, with proper guidelines set in place, and adding youth baseball to the phased reopening for the County.
- Diana Garner, 1523 Applewood Way, supported petitioning the Governor to not reopen the schools in the fall due to the Multisystem inflammatory syndrome caused by the virus that is affecting children.
- James Jackson, 4481 Miccosukee Road, encouraged the Commission to adopt an ordinance that requires citizens to wear a mask in public places and includes fines for noncompliance.
- Chris Mahoney, 14242 Turkey Creek Drive, commented in support of reopening the County and the schools.
- Teresa Fuller, 2908 Primrose Lane, comment in support of a local reopening plan that is more responsible than the state plan. She submitted a second comment in support of Option #2 and requiring face masks in public places.
- Phyllis Smith, 502 Glenview Drive, submitted an online comment in support of reopening short-term rentals.
- Shara Bankston, 1231 Redfield Road, submitted an online comment in support of reopening driving tests by appointment only and requiring masks.
- Karen Andrews, 9524 Rose Road, commented in support of requiring or strongly encouraging citizens wearing masks in public.
- Dr. Staci Walton Duggar, 1886 Witchtree Acres, commented in support of Leon County applying to the State to lift the short-term rental ban.
- Juliet Yagues, 1807 Woodgate Way, commented in support of additional grants to eligible non-profits if there are remaining LEAN grant funds.
- Susan Munley, 807 East Georgia Street, commented in support of a local reopening plan using federal gating criteria for reopening and applying local medical data in order to determine if statewide data reflects local conditions.
- Sally Sperling, 4600 Barclay Lane, commented in support of reopening short-term vacation rentals in Leon County.
- Kris Ellington, 1302 Leewood Drive, commented in support of the County reporting COVID-19 data to citizens including the number of daily positives and the number of previously tested positive cases that are no longer in quarantine.
- Adam Kaye, 204 Whetherbine Way West, commented in support of the County submitting a plan to the State for approval to reopen short-term rentals.
- Chris Mahoney, 14242 Turkey Creek Drive, commented in support of the State's phased reopening and in support of the County working with the Governor's framework.
- Cheryl Gratt, 9086 Veteran's Memorial Drive, commented questioning why Leon County was reopening when COVID-19 case has not gone down over a 14 consecutive day period and questioned the accuracy of the DOH data on the website.
- Luciana Hornung, 204 Whetherbine Way West, commented in support of the County expediting the request to DBPR to reopen short-term rentals.
- Steve Urse, 1118 Waverly Road, commented in support of the County requiring masks, a Joint County/City COVID-19 Educational Campaign and in support of keeping the FAMU Bragg Stadium testing site open.
- Danielle Irwin, 3185 Ferns Glen Drive, commented in support of: increased testing, tracing and tracking, including keeping the FAMU Bragg Stadium testing site open and FSU's proposed new testing site on campus; continuing to stress

social distancing, hand washing and wearing masks; providing for the food insecure citizens by supporting food banks/pantries and nonprofits; and real-time public participation in Commission meetings.

- John Ashley Pickles, 695 Violet Street, expressed concern with the recent spike in COVID positive tests among 20-23-year-olds.
- County Attorney O'Steen gave an overview of the County's authority as a charter county. She indicated that the Governor has given the County some authority to impose stricter requirements but with Constitutional constraints.
- Commissioner Maddox commended staff for their work on the Plan. He clarified the Options with the County Administrator and he made a motion for Options #1 & #4.
- Commissioner Dozier seconded the motion.
- Commissioner Jackson commended staff for their efforts in providing a thorough Plan and stated his support of the motion.
- Commissioner Lindley expressed the importance of reopening jobs in the community. She offered a friendly amendment to add Option #5 to get the short-term rentals reopened. She stressed the importance of more testing especially in 32304 and that it is included in the reopening plan. She indicated the importance of wearing masks and asked if OEV can recognize and promote businesses that require their employees to wear masks.
 - County Administrator Long indicated that the County continues to support all State and Federal testing sites through the community partners providing testing and is working on keeping the Bragg Stadium site open if possible. The County has PSAs on all local radio stations, 55 posts on social media outlets, and advertised digitally through the Democrat and in total have been viewed half a million times. He indicated that OEV will implement a strategy to recognize and promote those businesses that require their employees to wear masks.
- Commissioner Maddox accepted the friendly amendment to include Option #5, as did Commissioner Dozier.
- Commissioner Dozier asked if the short-term rental Safety Plan included collection of names and addresses of the renters that could be turned over to the DOH for use in contact tracing if needed and confirmed with County Attorney O'Steen that it is permissible and legal.
 - County Administrator Long indicated that the County is reviewing other safety plans and is working with the Leon County Dept. of Health to determine the level of information needed for contact tracing which will be included in the Leon County plan.
 - Chairman Desloge confirmed with County Administrator Long that other counties safety plans have been reviewed, and they do require the collection of certain data.
- Commissioner Dozier reflected on the importance of community outreach promoting and modeling the wearing of masks and suggested the possibility of partnering with local organizations who are making and distributing masks. She confirmed with the County Attorney O'Steen that businesses may require their customers to wear masks and confirmed that law enforcement is breaking up large gatherings. Commissioner Dozier reflected on the continued closure of County parks for organized sports and confirmed with County Attorney O'Steen that if fields are being used by groups of more than 10, citizens may call the law enforcement non-emergency number to report it.
 - County Administrator Long noted that County staff will notify enforcement agencies to break-up any organized practices or groups of 10 or more, if observed. He confirmed that staff would explore and effectuate the mask wearing campaign.

- Commissioner Proctor reflected on the need for a hotline number, similar to Crime Stoppers, to report large gatherings, especially when the universities reopen, and for the County's Channel 16 be used to promote information sharing on COVID-19 resources. He reflected on the need for mobile testing with partners Bond Community Health Center and Neighborhood Medical Center and support for a mask and sanitizer distribution campaign.
 - Chairman Desloge confirmed with the County Administrator that the law enforcement non-emergency numbers can be promoted to the public.
 - County Administrator Long responded that a project for mobile testing is in the works but has been sidelined while state testing is focused on nursing home and long-term care workers per the Governor's order. He further explained that the Federally Qualified Health Centers (FQHC) and the universities have received considerable federal funding for COVID-19 response, but the County has not, and revenues are declining which will be discussed at the upcoming budget workshops. County Administrator Long confirmed that the County would increase the COVID-19 information and resources shared on the County's Comcast Channel 16.
- Commissioner Lindley confirmed with County Attorney O'Steen that citizens should call the Sheriff's Office or Tallahassee Police Department non-emergency numbers, not 911, if they wish to report a large gathering taking place and stated that mask distribution may be beneficial in certain areas.
 - Commissioner Minor commended staff on their work on the Re-Opening Plan. He confirmed with County Administrator Long that the County was recognized in the May issue of the NACO County News featuring the County's Open for Take-Out app by the Office of Economic Vitality and Geographic Information Systems and also Community & Media Relations for communications. He stated his support of the motion. Commissioner Minor agreed that a mask and sanitizer campaign in targeted areas could do a lot of good. He suggested that perhaps restaurants and local retailers with policies for wearing masks can be included as a business committed to wearing masks on the OEV webpage so that citizens can be informed of those business that require masks.
 - County Administrator Long offered that OEV will implement a program to acknowledge those businesses on its webpage.
- Chairman Desloge commended County staff and the Bond Community Health Center for staffing the Bragg Stadium testing site. He indicated that he had been tested at Bragg Stadium and it was easy, no cost and no doctor referral were required and that he received his test results in four days. He offered the possibility of an amendment to Option #4 to call a special meeting of the Board, if the Chairman, in consultation with the County Administrator and County Attorney, determines the implementation of the Governor's next phase is a substantive change.
- Commissioner Maddox amended his motion for Option #4 to include that if future phases of the Governor's reopening plan are substantive, then the Chairman, in consultation with the County Administrator and County Attorney, will call for a special meeting of the Board.

- Commissioner Dozier stated her support of the amendment and clarified that substantive changes would trigger a special meeting. She accepted the amendment to Option #4.

Commissioner Maddox moved, duly seconded by Commissioner Dozier to approve Option #1: Accept the Leon County COVID-19 Response and Re-opening Plan with no changes; Option #4 as amended ~~Direct special meetings of the Board of County Commissioners to be scheduled a~~ As the state advances to future phases of re-opening, if substantive changes occur in the Governors executive orders, the Chairman in consultation with the County Administrator and County Attorney, will call for special meetings of the Board of County Commissioners for the Board to consider any additional guidance; and Option #5: Authorize the County Administrator to seek approval for the operation of vacation rentals in Leon County by submitting a safety plan to the Secretary of the Florida Department of Business and Professional Regulation. The motion carried 7-0.

8. Status Report on the Office of Economic Vitality's activities related to COVID-19 and ongoing coordination efforts with local economic stakeholders and business representatives.

- Commissioner Proctor indicated that the 32304-zip code should be the area targeted for the mask and sanitizer campaign and confirmed with Claudia Blackburn, Health Department, that structural intervention in that area is warranted.
 - Claudia Blackburn indicated that the FSU, FAMU and TCC are working on ways to protect their student population.
- Commissioner Dozier commended OEV staff.
- Commissioner Lindley applauded the emphasis on the workforce training and the importance of getting people back to work.
- Commissioner Proctor commended OEV staff for their work on the grant programs but indicated that the Payroll Protection Program paperwork is several pages and is difficult to complete.
- Cristina Paredes, Director of OEV, indicated that FAMU's Small Business Development Center is assisting businesses with the Payroll Protection Program paperwork.
- Chairman Desloge commended the OEV staff.

Commissioner Proctor moved, duly seconded by Commissioner Maddox, the Board approved Option 1: Accept the status report on the Office of Economic Vitality's activities related to COVID-19 and ongoing coordination efforts with local economic stakeholders and business representatives. The motion carried 7-0.

9. Status Report on Leon County Employee Benefits and Health/Safety Protocols Related to COVID-19

- Commissioner Proctor asked for clarifications regarding employee screening including taking temperatures. He also asked for clarification on what happens if an employee is sent home.
- County Attorney O'Steen indicated that the County's steps, including employees taking their own external temperatures and answering 3 fundamental questions,

are legal and are appropriate measures to protect the health and wellbeing of the County employees.

- County Administrator Long confirmed that, if sent home, the employee is paid Administrative Leave for the day and subsequent leave is provided under the Families First Coronavirus Response Act if they are COVID positive or their health care provider directs them to self-isolate.
- Commissioner Dozier thanked the EMS, Public Works, Facilities and Parks & Recreation employees for their work in response to the pandemic. She stated concern regarding employees that may exhaust their leave balances and expressed an interest in further discussing the issue as part of the Budget Workshop. She requested information on how the current curbside Library process is going, along with the other library innovative ideas implemented.

Commissioner Maddox moved, duly seconded by Commissioner Minor, to approve Option 1: Accept the status report on Leon County employee benefits and health/safety protocols related to COVID-19. The motion carried 7-0.

10. Parliamentary Procedure Issue

County Attorney O'Steen introduced this item. She noted questions have been raised about the validity of the vote taken at the May 12, 2020 meeting to proceed with the consideration of large-scale comprehensive plan amendments while the Commission is holding virtual meetings. This item provides information regarding the parliamentary procedures at issue and affords the Commission an opportunity to rectify the procedural issue that occurred at the May 12, 2020 meeting and provide clear direction regarding whether the Commission desires to proceed with the transmittal hearing scheduled to be held on May 26, 2020. This item also provides an opportunity to determine whether the Board desires for staff to bring proposed Policy modifications back to the Board for consideration.

- Citizen Comments received via online submission:
 - Darwin Gamble, 1248 Halifax Court, commented in opposition to the May 12th vote to move forward with holding the May 26th Public Hearing on the large-scale comprehensive plan amendments.
 - Scott Hannahs, 5051 Quail Valley Road, commented in support of Option #3: *Do not rescind the vote to not consider large scale comprehensive plan amendments while the Commission is holding virtual meetings previously taken at the April 28, 2020 Commission meeting.*
 - William Phelan, 9601-20 Miccosukee Road, commented in support of postponing the public hearing on the comprehensive plan amendments until the public can make in person comments and in opposition of expanding the Urban Service Area.
 - Lucia Maxwell, 9704 Abbey Road, commented in favor of option 3, which reaffirmed the unanimous decision at the April 28, 2020 meeting.
 - Robin Colson, 2350 Philips Road, commented in support of option 3.
 - Jeff Blair, 9143 Stargate Way, Keep it Rural President, commented in support of delaying the decision on considering large scale Comprehensive Plan amendments until the County can facilitate real-time dialog and public participation, and in support of Option #3.

- Robert Bell, 4419 Argyle Lane, commented in support of postponing the public hearing on the large-scale Comprehensive Plan amendments.
- Carlos Boueres, 1337 -A Jackson Street, commented in support of Option #3 and against expanding the Urban Services Area.
- Todd Risk, 3862 Imaginary Road, commented in support of adhering to the County's "normal process".
- John Hedrick, 1551 Cristobal Drive, Leon County Democratic Environmental Caucus Chair, commented in support of Option #3 and the need for development to shift to 100% renewable energy.
- Peter Butzin, The Tallahassee Coalition for Ethics Reform, 1628 Woodgate Way, commented in support of Option #3.
- Jackson Oberlink, Tally 100% Together Coalition Chair, 2201 Melanie Drive, commented in support of Option #3.
- Danielle Irwin, 3185 Ferns Glen Drive, commented in support of Option #3 and suggested a modified Option #3: "Do not rescind the vote previously taken at the April 28, 2020 Commission meeting to not consider large scale comprehensive plan amendments until real time public participation is included in all Commission meetings and adequate notice has been given to the public."

The following submitted online comments in support of Option #3:

- Michael Rychlik, 9601-68 Miccosukee Road
- Sarah Rychlik, 9601-68 Miccosukee Road
- Mike Rychlik, 9601-68 Miccosukee Road
- Agnes McMurray, 9900 Leaping Deer Lane
- Scott Hannahs, 5051 Quail Valley Road
- Laura Newson, 4541 Pecan Branch
- Tom Lyons, 3829 Long and Winding Road
- Robin Colson, 2350 Phillips Road
- Robert Nixon, 3838 Long and Winding Road
- Lisa Lazarus, 3881 Tan Mouse Road
- Johanna Frese, 3860 Beechnut Gum Trail
- Ann Dunan, 9524 Oak Hollow Trail
- Jane Terrell, 9601 Miccosukee Road
- Julie Hauserman, 9516 Sunhawk Boulevard
- Michelle Joly, 4050 Sunhawk Boulevard
- Rod Joly, 4050 Sunhawk Boulevard
- Linda Deaton, 9601 Miccosukee Road
- Jeff Blair, 1803 Old Fort Drive
- Frank Price, 1400 Milton Street
- Lucia Sommer, 1611 Milton Street
- Leighanne Boone, 300 South Duval Street
- Will Crowley, 644 Voncile Avenue
- Max Epstein, 1001 San Luis Road
- Holly Thomas, 1491 Lee Avenue
- Sarah Cawthon, 921 Carraway Street
- Cloe Cantin, 704 West Gaines Street
- Larry Teich, 2224 Pontiac Drive
- Matthew Kopka, 2011 Sumter Drive
- John Outland, 1562 Tung Hill Drive
- Geraldine Seay, 2014 Chuli Nene

- Robert Bell, 4419 Argyle Lane
 - Susanne Howell, 9601 -45 Miccosukee Road
 - Carlos Boures, 1337-A Jackson Street
 - Christine Coble, 3436 Robinhood Road
 - Todd Risk, 3862 Imaginary Road
 - Susan Ward, 2011 Sumter Avenue
 - Terry Ryan, 2538 Stonegate Drive
 - Steve Been, 1101 Pine Street
 - Wills Flowers, 3250 Apollo Trail
 - John Hedrick, 1551 Cristobal Drive
 - Teresa Wells, 1227 North Martin Luther King Jr. Boulevard
 - Linda Miklowitz, 2542 Arthur's Court
 - Deborah Lawson, 1011 Shalimar Drive
 - Sandra Mountain, 3592 Sedona Loop
 - Peter Butzin, 1628 Woodgate Way
 - Jonathan Lammers, 3164 Lakeshore Drive
 - Sudi Scott, 1002 Carrin Drive
 - Kathy McGuire, 1101 Pine Street
 - Jackson Oberlink, Tally 100% Together Coalition, 2201 Melanie Drive
 - Brian Lee, 1203 Buckingham Drive
 - Danielle Irwin, 3185 Ferns Glen Drive
 - Shirley Zahn, 1206 Linwood Drive
 - Bill Davis, 2100 East Dellview Drive
 - Beth Babcock, 5635 Jacksons Gap Road
 - Colleen Thorburn, 6851 Seabiscuit Trail
 - Dr. Robert Hansen, 3850 Imaginary Road
 - Carol Knox, 1606 Chinnapakin Nene
 - Ernie Paine, 2006 East Indianhead Drive
 - Janice RuBino, 726 Ingleside Avenue
 - Richard RuBino, 726 Ingleside Avenue
 - Brittany Wood, 3923 Long and Winding Road
 - Dr. Orin W. Sadler, 9601 Miccosukee Road
- Chairman Desloge asked to keep the discussion to the parliamentary issue and not on the merits of the Comprehensive Plan Amendment.
 - Commissioner Minor agreed that the two issues are separate. He stated that expanding opportunities for public input is what citizens want. He indicated that he did not want this issue to tarnish the County's reputation as it may be perceived that the County is moving too quickly on an issue that has a tremendous amount of public interest. He questioned the rush for the comp plan amendments public hearing and suggested a 2-3-month postponement. He made a motion for option #3.
 - Commissioner Dozier seconded the motion.
 - Commissioner Maddox made a substitute motion for Options #1 & #2, seconded by Commissioner Jackson.
 - Commissioner Dozier asked for clarification on Option #2 and what the revision might entail.

- County Attorney O'Steen indicated that the current Policy states that the Board will conduct its meetings to comport with the Robert's Rules of Order, and historically the meetings have not adhered to all provisions of Roberts Rules of Order which are rigid and restrictive. She explained that future options for the Board to consider may include revisions clarifying Robert's Rules of Order are a guide for conducting meetings rather than a proscriptive requirement.
- Commissioner Dozier provided an amendment to the substitute motion to remove Option #2 from the motion.
- Commissioner Maddox declined the amendment to the substitute motion. He indicated that he had weighed the options and feels that the business of the County can continue in its current form. He added that there is no way to know when the Board will meet again back in the Chambers.
- Commissioner Dozier confirmed with the County Attorney that the motion made at the May 12th meeting was made without advance notice (i.e. noticed to the other members of the Board). She indicated that in-person public input should be included when considering large-scale comprehensive plan amendments as they can have an impact on the Commissioners' decisions.
- Commissioner Minor indicated his opposition to the substitute motion. He stated that citizens may be asking why the County did not wait 2-3 months for a physical meeting with in-person public comment, and that it is a fair question. He indicated that he did not believe anything nefarious is going on, but the negative perceptions persist.
- Commissioner Proctor commended the County Attorney and confirmed that policy making decisions are typically not made during a meeting's designated Commissioner Discussion time, but rather the time is used to request that an agenda item come back for further discussion. He indicated that he could not support Option #1.
- Commissioner Lindley indicated that it is time to review the Policy and the Board's use of Robert's Rules of Order. She noted the number of past public meetings to discuss the Comprehensive Plan Amendments as well as the substantial amount of public comment received while the Board is meeting virtually. She expressed uncertainty that in-person meetings would result in more citizen input and stated her support of Options #1 & #2.
- Chairman Desloge stated his support of Options #1 & #2.
- Commissioner Proctor confirmed with County Attorney O'Steen that a 4-3 vote would be needed to pass the motion. He indicated that the City is driving this issue and reflected on the importance of public input.

*Commissioner Maddox moved, duly seconded by Chairman Desloge to call the question.
The motion carried 4-3. (Commissioners Dozier, Minor & Proctor in opposition).*

Commissioner Maddox moved, duly seconded by Commissioner Jackson to approve Option #1: Rescind the vote to not consider large-scale comprehensive plan amendments while the Commission is holding virtual meetings previously taken at the April 28, 2020 Commission meeting; and

*Option #2: Direct the County Attorney and the County Administrator to bring back proposed modifications to Board Policy No. 01-05 for Board consideration.
The motion carried 4-3. (Commissioners Dozier, Minor & Proctor opposition).*

COMMENTS/DISCUSSION ITEMS

County Attorney O'Steen:

Wished everyone a Happy Memorial Day!

County Administrator Long:

Wished everyone a Happy Memorial Day!

COMMISSIONER DISCUSSION ITEMS

Commissioner Dozier:

- Encouraged citizens to consider Vote by mail ballots.
- Reminded citizens to complete the 2020 Census.
- Commended County Attorney O'Steen and her team for their work in the short time she has been here.
- Confirmed with Ben Pingree, Director of PLACE, that the requested information on the Comp Plan Amendment and expansion of the Urban Services area and overlapping issues with Welaunee is included in Agenda Item #3 for Blueprint IA meeting for May 26th as well as the May 26th agenda for the Joint County/City Comprehensive Plan Amendments public hearing.

Vice-Chairman Minor:

- Encouraged citizens to get the COVID-19 test at Bragg Stadium, at no cost.
- Encouraged citizens to request a vote-by-mail ballot at leonvotes.org.
- Indicated that there may be a perception that items are being pushed through and stated his desire to assure the public that nothing nefarious is going on.

Commissioner Proctor:

- Called attention to the lack of vegetation growing in Bragg Pond, the water body north of Bragg Drive and east of Mercury Drive. He reflected on past water quality testing of the water body and requested that additional testing be conducted.

Commissioner Proctor moved, seconded by Commissioner Desloge to direct staff to administer a water quality test on Bragg Pond, the water body north of Bragg Drive and east of Mercury Drive and west of Adams Street. The motion passed 7-0

Commissioner Lindley:

- Thanked everyone for the civic engagement.
- Reflected on the increased levels of civic engagement and public comment despite the pandemic. She noted that it is unlikely that the Board will soon return to hosting in-person public meetings with the same format and levels of attendance given the continued concerns regarding COVID-19.

Commissioner Jackson:

- Referenced emails received from citizens and indicated that he continues to read every email and citizen comment received while the Board meets virtually.

Chairman Desloge:

- Commended Chasity O'Steen and County Administrator Long for their great leadership of their teams throughout pandemic.

Commissioner Maddox:

- Indicated that he took issue with the comment that was made on the earlier agenda item, that the Board was trying to force something through or to fast track it. He stated that he is confident that neither the Board, nor any Commissioner, is trying to push anything through without ample public comment, and that he made his decision based on the information provided.
- Commended the County Administrator and staff on the Phased Plan.

RECEIPT AND FILE:

- Capital Region Community Development District Meeting Minutes for December 12, 2019

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 6:08 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

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

JOINT PUBLIC HEARING
Leon County Board County Commissioners & Tallahassee City Commission
Transmittal of the 2020 Cycle Comprehensive Plan Amendments
Virtual Meeting
Tuesday, May 26, 2020

The County and City Commissioners met in a joint session on May 26, 2020, virtually via Zoom. Present were Chairman Bryan Desloge, Vice-Chairman Rick Minor, and County Commissioners Nick Maddox, Bill Proctor, Mary Ann Lindley, Jimbo Jackson, and Kristen Dozier; and Mayor John E. Dailey, and City Commissioners Elaine Bryant, Jeremy Matlow, Curtis Richardson, and Diane Williams – Cox. Also present were County Administrator Vincent Long, City Manager Reese Goad, City Attorney Cassandra Jackson, County Attorney Chasity O'Steen and Board Secretary Beryl H. Wood, members of County and City staff.

Chairman Bryan Desloge called the Joint County/City Public Hearing on Cycle 2020 Comprehensive Plan Amendments to order at 6:00 p.m.

Due to the COVID-19 Pandemic, this meeting was held virtually with electronic technology via WebEx 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.

The roll call was conducted by Mayor Dailey (*City*) and Chairman Desloge (*County*).

Artie White, Administrator – Comprehensive Planning, presented the 2020 Cycle Comprehensive Plan. They began taking applications in early 2019 until September 2019. He shared tonight was the transmittal public hearing to go to the state for review, and the state has 30 days to review. He noted the adoption public hearing is tentatively scheduled for September 17, 2020, following the Blueprint IA meeting. He further provided an overview of each of the amendments.

JOINT COUNTY/CITY TRANSMITTAL PUBLIC HEARING ON 2020 CYCLE COMPREHENSIVE PLAN AMENDMENTS

Amendment #1: TTA 2020 003 – Southeast Sector Plan (*County and City*)

Conduct the transmittal public hearing on TTA 2020 003- Southeast Sector Plan, a 2020 Cycle Text Amendment to the Land Use Element of the Comprehensive Plan and transmit the proposed amendment to the State Land Planning Agency and review agencies.

The following citizens submitted online comments:

- Shelia Shellman, 3965 West Pensacola Street, commented on the need to reopen the parks and playgrounds.
- Millie Schroeder, 4451 Argyle Lane, asked to delay this vote until face to face interaction could occur.

County Vote: (This was done by a staff recommendation roll call).

Commissioner Lindley moved, duly seconded by Commissioner Jackson, to approve Option 1: Conduct the transmittal public hearing on TTA 2020 003- Southeast Sector Plan, a 2020 Cycle Text Amendment to the Land Use Element of the Comprehensive Plan and transmit the proposed amendment to the State Land Planning Agency and review agencies. The motion carried 7-0.

City Vote: (This was done by a staff recommendation roll call).

Commissioner Richardson moved, duly seconded by Commissioner Bryant, to approve Option 1: Conduct the transmittal public hearing on TTA 2020 003- Southeast Sector Plan, a 2020 Cycle Text Amendment to the Land Use Element of the Comprehensive Plan and transmit the proposed amendment to the State Land Planning Agency and review agencies. The motion carried 7-0.

Amendment #2: TTA 2020 011 - Neighborhood Boundary Land Use (City)

Conduct the transmittal public hearing TTA 2020 011-Neighborhood Boundary Land Use, a 2020 Cycle Text Amendment to the Land Use Element of the Comprehensive Plan and transmit the proposed amendment to the State Land Planning Agency and review agencies.

The following citizens submitted online comments:

- Curtis (Toby) Chapman, 12086 Waterfront Drive, commented that he was supportive of Chairman Desloge's position on the Comprehensive Plan.
- Millie Schroeder, 4451 Argyle Lane, asked to delay this vote until face to face interaction could occur.

City Vote:

Commissioner Richardson moved, duly seconded by Commissioner Williams- Cox, to approve Option 1: Conduct the transmittal public hearing on TTA 2020 011 – Neighborhood Boundary Land Use, a 2020 Cycle Text Amendment to the Land Use Element of the Comprehensive Plan and transmit the proposed amendment to the State Land Planning Agency and review agencies; and Option 2: Initiate a text amendment to Chapter 10 of the City of Tallahassee Land Development Code to include implementing zoning for the updated Neighborhood Boundary Land Use category (City). The motion carried 5-0.

Amendment #3: TMA 2020 010 – Bond and Griffin Heights Neighborhood Boundary (City Only)

Option 3: Initiate a text amendment to Chapter 10 of the City of Tallahassee Land Development Code to include implementing zoning for the updated Neighborhood Boundary Land Use category (City) – TMS 2020 010 Bond and Griffin Heights Neighborhood Boundary

Citizen comment submitted online:

- Robert Kelley, 9601 Miccosukee Road, commented in opposition to Amendment 1-3.

No County vote was required.

City Vote:

Commissioner Williams – Cox moved, duly seconded by Commissioner Richardson to approve Option 1: Conduct the transmittal public hearing on TMA 2020 010 – Bond and Griffin Heights Neighborhood Boundary, a 2020 Cycle Amendment to the Future Land Use Map and transmit the proposed amendment to the State Land Planning Agency and review agencies. The motion carried 5-0.

Amendment #4: TTA 2020 006 – Pine Cone Woods Urban Services Area (County and City)

- The following citizen submitted an online comment in opposition to the amendment:
 - Richard RuBino, 726 Ingleside Avenue, (submitted two comments) to the invasion of Covid-19 and how it has forced us to make changes. He also commented on the Pine Cone Woods development, Welaunee Arch and its Critical Area Plan, stating that they should halt activity until they know how the new normal would evolve.
- Commissioner Proctor motioned to not transmit this amendment. *The motion died for a lack of a second.*
- Commissioner Proctor maintained that the Southern Strategy is not being implemented and that he couldn't support the transmittal of this amendment as he felt it was not equitable. He reflected on the areas inside of Capital Circle on the southside without urban services and the inability for some citizens to submit citizen comments via the online comments form.
- Chairman Desloge commended the Planning staff's efforts to solicit public input from the community.

County Vote:

Commissioner Lindley moved, duly seconded by Commissioner Dozier, to approve Option 5: Conduct the transmittal public hearing on TTA 2020 006- Pine Cone Woods Urban Services Area, a 2020 Cycle Text Amendment to the Land Use Element of the Comprehensive Plan and transmit the proposed amendment to the State Land Planning Agency and review agencies. The motion carried 6-1. (Commissioner Proctor in opposition).

- Commissioner Williams-Cox confirmed that citizen comments were included with this agenda item and indicated that the amendment was included in the February 25th City/County workshop. She reflected on the need for the City /County to adjust to new ways to conduct the County/City business.
- Commissioner Matlow commented on the plethora of comments to read prior to the meeting and suggested a recess or have them read into the record.
- Chairman Desloge declined Commissioner Matlow's suggestion on a recess or reading comments into the record.

City Vote:

Commissioner Williams – Cox moved, duly seconded by Commissioner Richardson, to approve Option 1: Conduct the transmittal public hearing on TTA 2020 006 – Pine Cone Woods Urban Services Ara, a 2020 Cycle Amendment to the Land Use Element of the Comprehensive Plan and transmit the proposed amendment to the State Land Planning Agency and review agencies. The motion carried 4 – 1. (Commissioner Matlow in opposition).

Amendment #5 LMA 2020 06 – Pine Cone Woods (County only)

County Vote:

Commissioner Jackson moved, seconded by Commissioner Lindley, to approve Option 6: Conduct the transmittal public hearing on LMA 20220 06- Pine Woods, a 2020 Cycle Amendment to the Future Land Use Map and transmit the proposed amendment to the State Land Planning Agency and review agencies. The motion carried 6-1. (Commissioner Proctor in opposition).

No City vote was required.

Amendment #6 TTA 2020 013 – Welaunee Arch Urban Services Area and Critical Area Plan (County and City)

The following citizens submitted online comments in opposition to transmitting the Amendment.

**Due to the number of submissions, addresses of the citizens will not be listed. (You may contact the Clerk's Office for a detailed list).*

- | | | |
|-------------------|--------------------|-------------------------|
| ○ Agnes McMurray | ○ Byron & Barbara | ○ Deitra Kemmer |
| ○ Anita Hannon | ○ Ehlmann | ○ Douglas Haydel |
| ○ Ann Dunan | ○ Carol Knox | ○ Douglas Willis Martin |
| ○ Becky Parsons | ○ Casey Rychlik | ○ Dr. Robert Hansen |
| ○ Benjamin Rangel | ○ Cassie Dillman | ○ Dr. Tim Chapin |
| ○ Beth Babcock | ○ Connie Sundquist | ○ Earl Ramsey |
| ○ Betsi Heinlen | ○ Damon Victor | ○ Florentina Burigan |
| ○ Bob Jones | ○ Daryl Nall | ○ Frank Price |
| | ○ Deborah Lawson | |

- Jeff Blair, Keep It Rural Inc.
- Jeff Gilbert
- Jeffery Morrison
- John Hendrick, Leon County Democratic Executive Committee
- John Piers Rawling, Myers Park Neighborhood Assoc.
- Judith Lyons
- Judith Rainbrook
- Julie Hauserman
- Justin Smith
- Karen Rose
- Katheryn Mears
- Kathleen Mick
- Kenneth Ross
- Kim Ross, Tally 100% Together Coalition
- Laura Newton
- Linda Deaton
- Lindsay E. Stevens
- Lucia Maxwell
- Lucia Sommer
- Madelon Horwich
- Marney Richards
- Maureen Malvern
- Max Epstein (two comments)
- Melvina MacDonald
- Michael Bell
- Michael Blizzard
- Michael Lehman
- Mike Rychlik Keep it Rural
- Neil Fleckenstein, Tall Timbers
- Neil Jones
- Osvaldo Hernandez
- Pamela Hall
- Patricia & Douglas Warnocki
- Patricia Culbertson
- Randall VanOss
- Randie Denker
- Rob Lombardo (two comments)
- Robin Colson
- Robin McDougall
- Rose Kelley
- Ruth Chase
- Ruth Godfrey
- Sally Butzin
- Sandra Mountain
- Sarah Cawthon (two comments)
- Sarah Lee-Alderson
- Sarah Rychlik
- Shauna Y. Smith
- Stuart Briley
- Terry Schneider
- Tim Chapin
- Tom Kelley
- Wendy Mountain
- William Phelan (two comments)
- Wills Flowers

- Chairman Desloge acknowledged Artie White on the staff report and community outreach that had taken place.
- Commissioner Lindley proposed holding public charettes virtually, while the State reviewed the amendment. She stated the charettes would allow for public engagement as requested in the citizen comments received.
- Commissioner Williams – Cox commended staff on a great job on the agenda item. She reflected on the citizen’s requests to speak directly to the commissioners and stated her preference for in-person citizen comments.
- Commissioner Maddox inquired if there were any timeliness issues for this amendment application. He confirmed that it is not unprecedented for City or County initiated amendments to be considered out of the cycle. He stated he was interested in Commissioner Lindley’s proposed charettes.
 - Artie White explained that the amendment was part of the land use mobility Element Update. He noted the application was late for a private application, however, it was initiated by the City and is consistent with current practice.
- Commissioner Richardson spoke to Mr. White’s qualifications and expressed that he was duly qualified and highly respected. He indicated that there has been ample opportunity for in-person public comment in addition to the online comment. He expressed that it is the City’s responsibility to plan for the future of Tallahassee for the next 25 years and

that he is prepared to vote on transmitting the amendment. He expressed support of Commissioner Lindley's proposal to hold charettes.

- Commissioner Dozier indicated that an overwhelming number of citizen comments expressed the need for in-person public discussion. She indicated more time is needed to review the amendment and stated that she could not support transmitting this amendment to the State.
 - Artie White conveyed that the master plan is consistent with other adopted master plans and confirmed that there is an ability to make amendments between the transmittal hearing and the adoption hearing.
- Commissioner Dozier confirmed that to change the land use designation of rural or urban fringe land uses, the parcel must abut the USA. She confirmed with Artie White that if the greenway were outside of the USA, that would effectively be a border to stop the conversion of rural land into higher density or intensity land uses. Artie White confirmed that the City and the owner of the property were open to looking into it.
 - Ben Pingree indicated that this proposal can be included in the charettes, that all public input received at the charettes would be shared, and all ideas will be considered.
- Commissioner Minor spoke to the magnitude of the plan and the impact on the community. He indicated that citizen in-person input is important to the community. He stated that Commissioner Lindley's proposal may not be enough and proposed having the transmittal and adoption hearings by the end of the year, including charettes and face-to-face public hearings following the state's and CDC's pandemic guidelines.
 - Artie White indicated State comments could be addressed in the charettes as proposed and if the public hearings are pushed back, the additional hearings would overlap with the 2021 Comprehensive Plan Amendment Cycle.
- Commissioner Matlow indicated that this is an opportunity to bring the community together to engage everyone's point of view. He suggested that delaying the transmittal for a month and holding the adoption hearing by the end of the year, would not have a negative impact and would facilitate more public trust. He questioned why the amendment was tracking with the review of the two elements of the Comp Plan and why the change to reviewing all eleven elements of the Comp Plan had an effect. He stated his support to postpone the transmittal and adoptions hearings.
 - Artie White indicated that a review of the land use & mobility elements of the Comp Plan vs the review of the entire 11 elements of the Comp Plan would add 3-4 years to the process, pushing it past the PD&E for the Northeast gateway and therefore effecting the planning for transportation and land use at the same time. He indicated that the State has no time restraints to transmit the amendments.
- Commissioner Jackson commended the Planning staff on their efforts. He confirmed with Artie White that the Welaunee greenway is included in the critical area plan and would follow the perimeter of the property for approximately 17 miles and would connect to the Miccosukee Greenway including a pedestrian bridge over I-10. He also established that the densities and intensities of the areas would be affected, that wetlands would be designated open space in the master plan, and that the land use is defined in the critical area plan. He indicated that he has reviewed the public input and agreed that the City/County must navigate a new way of conducting business.
- Commissioner Bryant expressed support of Commissioner Lindley's charette proposal to provide the opportunity for the citizens to provide further input.

- Commissioner Proctor expressed concern that the southern strategy area is not being implemented and the southside is being ignored. He stated that the City is the applicant of the amendment and the City will review and approve it.
- Mayor Dailey shared his support of Commissioner Lindley's charette proposal and expressed that the City/County is doing the best as possible in this pandemic. He stated misconceptions are being pushed out in the community and he summarized the two amendments as a text amendment to expand the urban services area and a map amendment to change from rural to planned development. Under Rural Land designation there would only be one dwelling to 10 acres and without including in the Urban Services area, the homes would have septic tanks. He added that the City Inclusionary Housing ordinance would only apply in the Urban Services Area. He indicated that the developer would bear the costs of the utility infrastructure.
- Chairman Desloge stated his support of Commissioner Lindley's proposal and indicated that often the Commissions must make unpopular decisions.
- Commissioner Lindley stated that some of the charettes may be able to be held in-person and would provide meaningful dialogue.
- Commissioner Minor suggested the addition of a friendly amendment to add at least one in-person charette if it complies with the state's and CDC's pandemic guidelines.
- Commissioner Lindley accepted the friendly amendment.
- Commissioner Dozier reflected on the need to include avenues for citizen comment for those citizens that would not feel comfortable attending an in-person meeting. She stated that much of the land for the Welaunee interchange would be donated but was unclear as to which lands would be reserved, dedicated for and donated. She inquired on the cost for Blueprint of the right-of-way for the Welaunee interchange due to the amendment to the Development Agreement and asked for clarification in the future as to which lands are donated and which are dedicated to the right-of-way. She recommended the information be included in the Blueprint Budget Workshop.
- Ben Pingree, Place/Blueprint/Planning, stated that the information would be provided at the next Blueprint meeting and would be clarified in the materials for the Comprehensive Plan Amendment Adoption hearing.
- Commissioner Proctor confirmed with Artie White that in the past the State has provided comments on other amendments that provided for revisions in the amendments, but none have been rejected. He confirmed his support of postponing the transmittal to the State.
- Commissioner Minor questioned if the Commissioners would be part of the charettes and would be able to engage in dialogue.
 - County Attorney Chasity O'Steen replied that if more than one Commissioner attends the meeting it must be held in compliance with the Sunshine Law and that there would be no compulsory requirement to attend any charette.

County Vote:

Commissioner Lindley moved, duly seconded by Commissioner Maddox, to approve Option #7: as amended Conduct the transmittal public hearing on TTA 2020 013 – Welaunee Arch Urban Services Area and Critical Area Plan, a 2020 Cycle Text Amendment to the Land Use Element of the Comprehensive Plan and transmit the proposed amendment to the State Land Planning Agency and review agencies and schedule two charettes for community input including one in-person as long as it is allowable under State and CDC guidelines. The motion carried 5-2. (Commissioners Dozier & Proctor in opposition).

- Commissioner Matlow indicated that they committed a \$40 million investment to the Welaunee I-10 exchange. He indicated that there is a fiscal impact to maintain the infrastructure. He offered a substitute motion to hold the Transmittal Hearing on September 17, 2020, and the adoption hearing before the end of 2020.

The motion died for lack of a proper second.

City Vote:

Commissioner Williams- Cox moved, duly seconded by Mayor Dailey, to approve Option #1 as amended: Conduct the transmittal public hearing on TTA 2020 013 – Welaunee Arch Urban Services Area and Critical Area Plan, a 2020 Cycle Text Amendment to the Land Use Element of the Comprehensive Plan and transmit the proposed amendment to the State Land Planning Agency and review agencies and schedule two charettes for community input including one in-person as long as it is allowable under State and CDC guidelines. The motion passed 4-1. (Commissioner Matlow in opposition).

- Commissioner Williams-Cox asked for the definition of a charrette for public information. She proposed the requirement that at the in-person charrette, citizens must wear masks and have their temperatures checked before entering the facility where the charrette is held, to protect the health and safety of both the citizens and staff.
 - Artie White provided an explanation that a charrette is a planning term for an intensive, deliberate public engagement opportunity for the public to provide input on the goals, objectives, and policies for a plan. In other words, a workshop for the public.

Amendment #7: TMA 2020 012 – Welaunee Arch (City only)

The following citizens submitted online comments in opposition to transmitting the Amendment.

**Due to the number of submissions, addresses of the citizens will not be listed. (You may contact the Clerk's Office for a detailed list).*

- | | | |
|-------------------------|----------------------|--------------------|
| ○ Agnes McMurray | ○ Deborah Lawson | ○ John Outland |
| ○ Allison Orange | ○ Deitra Kemmer | ○ Judith Rainbrook |
| ○ Anne Hempel | ○ Dr. Robert Hansen | ○ Julie Hauserman |
| ○ Betsi Heinlen | (two comments) | ○ Justin Smith |
| ○ Bob Jones | ○ Elgin Freeman | ○ Karen Rose |
| ○ Byron/Barbara Ehlmann | ○ Ellery Sedgwick | ○ Kathryn Mears |
| ○ Carol Knox | ○ Florentina Burigan | ○ Kathleen Mick |
| ○ Casey Rychlik | ○ Frank Price | ○ Kenneth Ross |
| ○ Cassie Dillman | ○ George E. Lewis II | ○ Kim Armstrong |
| ○ Cathy Schroeder | ○ Jeff Bastian | ○ Laura Newton |
| ○ Connie Sundquist | ○ Jeff Gilbert | ○ Linda Deaton |
| ○ Danielle Irwin | ○ John Hendrick, | ○ Linda Miklowitz |
| ○ Darwin Gamble | Leon County | ○ Lindsay Stevens |
| ○ Daryl Nall | Democratic | |
| | Executive | |
| | Committee | |

- Lucia Maxwell (two comments)
- Lucia Sommer
- Madelon Horwich
- Marney Richards
- Mary Hinkley (two comments)
- Maureen Malvern
- Max Epstein
- Melanie Simmons
- Michael Blizzard
- Mike Rychlik, Keep It Rural
- Neil Fleckenstein, Tall Timbers
- Neil Jones
- Pamela Hall
- Pamela Shank
- Peter Butzin
- Randall VanOss
- Rob Lombardo, Friends of Miccosukee Greenway (two comments)
- Robin Colson
- Rose Kelley
- Ruth Chase
- Sandra Mountain
- Sarah Rychlik
- Stuart Briley
- Susan Robinson
- Susanne Howell
- Terry Schneider
- Tim Chapin
- Wayne Fleischer
- Wills Flowers

No County action is required.

Commissioner Matlow offered a substitute motion to hold the Transmittal Hearing on Sept. 17, 2020, and the adoption hearing before the end of 2020. The motion died for lack of a proper second.

CITY Vote:

Commissioner Williams-Cox moved, duly seconded by Mayor Dailey to approve Option #1 *as amended*: Conduct the transmittal public hearing on TMA 2020 012 – Welaunee Arch, a 2020 Cycle Amendment to the Future Land Use Map and transmit the proposed amendment to the State Land Planning Agency and review agencies *and schedule two charettes for community input including one in-person as long as it is allowable under State and CDC guidelines.* The motion carried 4-1. (Commissioner Matlow in opposition).

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 9:35 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
SPECIAL MEETING
JUNE 9, 2020**

The Board of County Commissioners of Leon County, Florida met in a special session at 3:00 p.m. with Chairman Bryan Desloge presiding. Present were Vice-Chairman Rick Minor and Commissioners Nick Maddox, Kristin Dozier, Mary Ann Lindley, Bill Proctor, 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 according to the Governor's Executive Order 20-69, Emergency Management due to COVID-19 for Local Government Public Meetings.

County Attorney O'Steen read information into the record regarding temporary modifications to Board Policy to accommodate the use of communications media technology while holding virtual meetings and providing for the public to view the meeting and provide public comment.

Invocation and Pledge of Allegiance

The Invocation was provided by Commissioner Jimbo Jackson and the Pledge of Allegiance was provided by Chairman Bryan Desloge. He then proceeded with roll call.

Chairman Desloge then thanked the County Administrator, staff, and peers for their hard work and patience during these difficult times.

GENERAL BUSINESS

1. Phase 2 of Leon County's COVID-19 Response and Re-opening Plan

Citizen Comments received via online submission:

- Haley Lauw, 1302 Raa Avenue, commented in support of revising the City budget for the Tallahassee Police Department.
- Patricia Bludworth, 3525 Dogwood Valley Trail, commented in support of restarting mosquito spraying of homeowner's yards.
- James Miller, 3705 Riverton Trail, shared support of reopening the ballfields for Chaires Little League.
- Larry Fischera, 1849 Miller Land Road, commented in support of reopening the gym at Forest Meadows.
- Doug Rose, 5417 Pedrick Crossing Drive, submitted an online comment in support of continuing the suspension of youth team sports.
- Nancy Helbling, 3072 Elmwood Road, spoke to the precautions of COVID and in support of reopening the ballfields for Chaires baseball and other sports.
- Gregory Peters, 3613 Mossy Creek Lane, commented in support of reopening the ballfields for T-ball and reopening the playgrounds.
- Bruce Campbell, 8837 Green Acorn, commented in support of reopening the ballfields for Little League baseball.
- Michele Garber, 1101 Sandler Ridge Road, commented in support of reopening youth team sports.

- Ron Burger, 6692 Crooked Creek Road, commented in support of suspending the reopening of children's recreational activities, and if reopened to limit to outdoor types only with restrictions and protocols.
 - Stephen Jensen, 11797 Fox Meadow Lane, commented in support of reopening the ballfields to youth team sports.
 - Robert Vos, 2122 Drayton Drive, Chaires-Capitola Little League, submitted an online comment in support of reopening youth team sports, particularly baseball.
 - Therese Kemper, 3162 Duxbury Lane, commented in support of suspending the reopening of the ballfields for Chaires Little League.
 - Emily Evans, 6643 Pisgah Church Road, commented in support of reopening the playgrounds.
 - Valerie Sauro, 1133 Doves Hollow Lane, commented in support of reopening the playgrounds and spoke to youth needing a place to run off energy.
 - Jennifer Hopgood, 4016 Sonnet Drive, commented in support of reopening the Playgrounds and asked that they trust citizens to be responsible and practice social distancing.
 - Ashley Adams, 1624 Blountstown Highway, commented in support of reopening the playgrounds and the benefits for children having the playground.
 - Brandy Furbie, 10767 Wadesboro Road, commented in support of the reopening of youth team sports.
 - Heather Bosenko, 1974 Bushy Hall Road, commented in support of reopening the playgrounds.
 - Keva Ambre, 3662 Biltmore Avenue, commented in support of reopening the playgrounds.
- County Administrator Long introduced the item. He shared they received 20 comments that were posted and made a part of the agenda as stated above. He stated this agenda item provided an update on Phase 2 of the Leon County COVID-19 Response and Reopening Plan and seeks any additional policy direction the Board may wish to provide concerning Leon County's reopening of programs and services. He highlighted the gradual phase-in approach to gradually re-opening our community. He stated Leon County is now in Phase 2.
 - County Administrator Long recalled last week's press conference when Governor DeSantis discussed the state's continued progress in implementing its plan. Specifically, Governor DeSantis discussed actions to protect the most vulnerable populations, particularly those in long-term care facilities in Florida. He noted the increase of statewide testing, including the deployment of the walk-up testing sites, to ensure access to underserved communities.
 - Based on this data Governor DeSantis issued Executive Order 20-139, initiating Phase II of Phase III reopening plan. Gatherings under Phase II can now go from 10 people to 50 people. Retail businesses, gyms, and fitness centers can go from 50% capacity to 100% capacity. Restaurants will remain at 50% of the capacity of the indoor spaces and can provide bar top service now in Phase II. Bars and Pubs can now re-open at 50% indoor capacity. Additionally, entertainment businesses such as movie theaters and bowling alleys may open at 50% capacity.
 - County Administrator Long discussed the increase of COVID-19 cases. He stated that the Florida Department of Health reported 1,000 new cases statewide over the past several days, that was compared to 700 cases a day, a day prior. He stated that in Leon

County, COVID-19 cases remained low, with 4 new cases reported a day, since the beginning of June.

In conclusion, County Administrator Long stated that the County's Phase II Re-Opening continues to gradually restore County services and facilities for public use while remaining consistent with the incremental changes made by Governor DeSantis. He stated that the Board has the flexibility to modify any portion of the County Phase II plan.

Commissioner Maddox made a Motion to accept Option 1. The motion to accept died for a lack of a second.

- Commissioner Minor asked for an update on COVID -19 testing in Leon County.
- Claudia Blackburn, Health Officer for the Florida Department of Health in Leon County, commented on COVID-19 testing. She stated that over 6% of the population in Leon County has been tested for COVID-19 and that the demand for testing has decreased some. She stated that some days testing can be done on 200-400 people, Ms. Blackburn stated that the decrease could be due to the weather, and the rainy season. During inclement weather the testing sites must close which has affected the testing numbers. The goal for June is to test 2% of the population, 1% have been tested already at various testing sites.
- Chair Desloge stated that he has received calls on the ball fields and youth sports. He shared he would like to have a discussion regarding the status of re-opening ball fields and youth sports programs.
- Leigh Davis, Parks and Recreation Director, reported that they are keeping close tabs with the Florida Recreation and Parks Associations and what they are doing across the state. She stated that there are surrounding communities that have re-opened their programs for practices and competitions. However, Ms. Davis stated that they are paying attention to the Center for Disease Control (CDC) guidelines. She discussed the high-risk categories which are the travel ball teams. Additionally, she stated that Leon County does not host travel ball teams. Little League has developed some well-established guidelines for resuming practices and competitions.
- Ms. Davis stated that they have tried to keep practicing crowds under 50. Full team practices could be kept under 50 people in attendance. However, once competitions begin, that's when the numbers increase, and maintaining social distancing becomes more challenging to keep below the 50-person capacity.
- Commissioner Jackson inquired about opening the playgrounds and confirmed with County Administrator Long that the CDC guidance recommends communities consider temporary closure of playgrounds and sports fields to support social distancing practices. Commissioner Jackson stated that they look at reopening playgrounds as a body. He stated that he did not want to open too soon and put others in harm's way.
- Commissioner Lindley stated that she supports re-opening playgrounds and fields for team practices and asked for a clear census on safety precautions for these areas and support from the parents. She noted that with CDC guidelines in place, it would take a lot to re-open playgrounds. Additionally, she mentioned some of the precautions that would need to be in place with the help of parents.

- County Administrator Long stated that if the Board decides that moving forward with practices is something they would like to move ahead with in Phase 2, they can. He stated that the County would not be able to mitigate all the risks of transmission during practices. County Administrator Long stated that the County would communicate the risks of practices to the parents. Additionally, he also stated that sports are closed through the summer with the City.
- Commissioner Dozier continued the discussion on youth sports. She noted she understood why parents want to give children the option to get back out and engage in sports. She inquired about the utilization of face masks in the summer heat. She commented on a plan for the little league teams.
 - Leigh Davis stated the Little League International, the County's licensed sports provider is working and has established their guidelines for opening. Those guidelines include the usage of hand sanitizer, social distancing, where the umpire will stand on the field. However, she noted that the County does not currently have a mechanism to enforce the guidelines.
 - County Administrator Long interjected that staff has already developed a plan for reopening sports fields as part of Phase III, so it would not take long to implement the change to open the fields for practice. He added that the change could be in effect by the next day if approved by the Board.
 - County Attorney O'Steen stated that the County is operating under the State's order, so the liability risk would be low.
- Commissioner Dozier stated that a piecemeal approach leaves too much open. She stated that she did not see enough ways to abide by groups of fifty or less gathering at practices and games.
- Commissioner Desloge asked was there a difference between little league play or practice. He stated that the County could post rules regarding social distancing and other safety guidelines.

Commissioner Jackson motioned to accept the report and open the fields for practices only, with gatherings of under 50 or less. It was seconded by Chairman Desloge.

- Commissioner Dozier asked that the Board come up with a plan and let citizens know. She suggested the plan come back before the Board at the June 16, 2020 meeting. She then inquired about liabilities.
- County Attorney O'Steen discussed possible liabilities with the Board.
- Commissioner Minor shared how he would like to see teams formally agree to the Little League guidelines and suggested they get tested at least once, but preferable twice at the beginning and end of the season. He asked for an update on a past recommendation to develop a webpage promoting local businesses following CDC guidelines.

- Christina Paredes stated the OEV's third survey of local business is in progress and it includes questions regarding the personal protective equipment (PPE) and social distancing protocols in place for their business. She reported that OEV is seeking permission from businesses to post this information on the OEV website and will notify the Board when this information is available.
- Commissioner Lindley stated they can go out in smaller groups and that she was leaning toward leaving things as is in Phase 2.
- Commissioner Maddox stated his confidence in the County's Phase II of the Response & Reopening Plan, and he stated he could not support the motion and recommended that the County wait to reopen sports fields in Phase III when groups of more than 50 would likely be permitted.
- Commissioner Proctor expressed support for waiting to reopen sports fields during Phase III and stated that it is likely the Governor would announce the next phase in a few weeks. He reflected on the possibility of requiring testing for athletes or signing a waiver acknowledging the risk of contracting the virus. He commended staff for doing a great job.
- Commissioner Dozier stated they are left between a rock and a hard place. Trying to do the right things under CDC guidelines. She offered a substitute motion. To allow limited organized activity, hearing more from Little League International. How they plan to do it.

Commissioner Jackson rescinded his motion.

Commissioner Maddox motioned for Option 1. Commissioner Jackson seconded the motion.

- Commissioner Dozier sought additional information regarding false negatives and antibody testing. She expressed her support for requiring masks in all County facilities where social distancing is not possible and stated that it is not about limiting rights but about protecting others.
 - Claudia Blackburn explained that, while the current testing method is highly effective, it is a point-in-time test and false negatives are possible. She stated, given the possibility of false negatives, the Department of Health continues to also monitor hospital visits for flu-like symptoms. She added that antibody testing is currently being done to collect data; however, there is not enough research to support antibody testing as a means for determining future immunity to the virus.

Commissioner Dozier moved to amend the motion to include a requirement that masks be worn at all County facilities. The motion died for a lack of a second.

- Commissioner Dozier inquired about the coordination and communication between the County, City, and local businesses regarding social distancing and PPE protocols. She reflected on the Board's previous guidance regarding special meetings and shared it was her understanding that the Board would meet following the Governor's announcement of a new phase.
 - Christina Paredes reported that the OEV is actively working with their businesses and encouraging CDC guidelines. Commissioner Dozier questioned them working with the City and anything we could do to better coordinate with the City.

- County Administrator Long confirmed that the County continues to coordinate with the City as part of the reopening process including aligned timelines for the reopening of dog parks and playgrounds. He confirmed the Board's previous direction to give the Chair discretion to call a special meeting when substantive changes occurred because of a new executive order from the Governor.
- Commissioner Maddox responded that the County's plan is well thought out and added if there were no changes to what was originally brought before the Board, he saw no reason to schedule an emergency meeting.
- Commissioner Jackson stated that he agreed with Commissioner Maddox, that if it's not substantial change there should not be an emergency meeting. He stated that he had the utmost confidence in the Chairman and staff.

Commissioner Maddox moved, duly seconded by Commissioner Jackson, to approve Option 1: Accept the report on Phase 2 of the Leon County COVID -19 Response and Re-opening Plan and take no further action. The motion carried 6-1. (Commissioner Dozier in opposition).

COMMISSIONER DISCUSSION ITEMS

Commissioner Proctor:

- Commissioner Proctor requested staff to bring a report on the leaking roof at the Supervisor of Elections building. He shared there was an immediate need to get the building fixed.
- County Administrator Long confirmed that staff would provide an update to the Board.
- Commissioner Proctor recalled a recent Tallahassee Democrat article regarding possible graves under the Miccosukee Greenway.
- *Commissioner Proctor moved, duly seconded by Commissioner Minor, to direct staff to prepare a status report on the possible gravesites at the Miccosukee Greenway for the Board's July 14th meeting. The motion carried 7-0.*
- Commissioner Proctor requested an update on the status of FEMA reimbursement of emergency sheltering funding for the Kearney Center.
- *Commissioner Proctor moved, duly seconded by Commissioner Desloge, to direct staff to provide an update on the status of the FEMA reimbursement to the Kearney Center for emergency non-congregate sheltering of the homeless. The motion carried 7-0.*

Commissioner Minor:

- Commissioner Minor offered condolences for Former Senate President Gwen Margolis, who passed away.
- Commissioner Minor congratulated TCC for being one of ten finalists for the Aspen Prize for Community College excellence.
- Commissioner Minor offered a speedy recovery to Commissioner Dozier.

Commissioner Maddox:

- Commissioner Maddox stated that the Canvassing Board has requested the County Attorney's Office represent them in the recently filed lawsuit and clarified that the Supervisor of Elections has their own attorney.
- County Attorney O'Steen confirmed that the case was recently amended to include the Canvassing Board.
- Commissioner Proctor stated that the Canvassing Board should have their own lawyer.
- *Commissioner Maddox moved, duly seconded by Commissioner Lindley, to approve the County Attorney's Office provide legal representation to the Canvassing Board in the case of **Kirk Nielsen, et al. v. DeSantis, et al.** The motion carried 7-0.*

Commissioner Dozier:

- Commissioner Dozier confirmed that the curfew expired yesterday. She stated that there were recent discussions at the City level regarding a citizen review board for the Tallahassee Police Department and the County and the Sheriff's office were also referenced. She motioned to extend an invitation to the Sheriff to provide an update at Board's June 16th meeting.
- Commissioner Proctor asked for clarification on what issues would be addressed by the Sheriff. He stated that he may have other questions for the Sheriff.
- Commissioner Dozier asked for the Sheriff's perspective on a Citizen Review Board and the recent protests.
- *Commissioner Dozier moved, duly seconded by Commissioner Desloge to extend an invitation to the Sheriff to provide and update at the Board's June 16th meeting. The motion carried 7-0.*

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 4:37 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
REGULAR MEETING
September 29, 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 and noticed means by which the public could view the meeting and provide public comment.

AWARDS AND PRESENTATIONS

- **Update on the Coronavirus Disease 2019 (COVID-19) Pandemic**
 - County Administrator Long provided an overview of the County's COVID-19 mitigation efforts. He reported that the county has been testing 12,000 people a day. There are reports of 1,000 deaths a day in the country due to the Coronavirus. There is adequate space in hospitals in case a second wave does hit.
 - Claudia Blackburn, Health Officer for the Florida Department of Health in Leon County, reported that Leon County cases have been increasing at a rate that is two times more than the state rate. For the past two weeks, 51% of the cases have been reported from the 18-24 age range. Leon County did not see a change in the spread of the virus regarding the K-12 age group. Testing continues to be robust. COVID related visits to the ER have been decreasing. She shared that 32304 has the highest case rate in the County and 32310 is second highest then 32308 has the third highest rate. She stated that the recommendation for Halloween is for short events, outdoors with 10 or less people with social distancing, and for hand washing.
 - Commissioner Dozier asked if the guidance from the Florida Department of Health and CDC has changed, and includes the recommendation to wear masks, social distancing and hand washing.
 - Mrs. Blackburn stated that nothing has changed regarding masks and social distancing. She reported masks have shown to help with the severity of the disease. She also confirmed that everyone should get their flu shot by the end of the October.
 - Commissioner Proctor confirmed with Claudia Blackburn that positive cases on college campuses are reflected in the data for Leon County.

- Commissioner Jackson stated that it was important to report that 32304 and 32310 are among those areas with a high number of economically disadvantaged people and many are essential workers. The virus is disproportionately attacking this population. He noted that 1 out of 2 students coming from these areas lives under the poverty line.
- Commissioner Lindley confirmed with County Attorney O'Steen that the County's mask Ordinance fines and fees are suspended by the Governor's recent order.
 - County Administrator Long stated that the County is on a downward trend, but this is following a peak in positive cases.
 - Chairman Desloge confirmed with the County Administrator that staff would look into providing citizen comments before the item presented for the next meeting. Additionally, he thanked Mrs. Blackburn and county staff who have been working hard during this pandemic.
 - Claudia Blackburn reminded everyone to wear their masks properly.
 - Commissioner Dozier asked for clarification on when public comments will be heard. Commissioner Desloge clarified that the public comments on non-agendaed items will be heard before Consent and General Business.
 - County Administrator Long clarified that there is one person who is registered to speak on Item 24.
 - Commissioner Maddox asked the chairman to consider allowing public comments to be 3 minutes per item rather than 3 minutes in total.
 - Chairman Desloge asked if it would be possible to allow 3 minutes per item during this meeting or the next meeting.
 - Commissioner Maddox reflected on the possibility of allowing citizens more than 3 minutes if speaking on multiple items. He motioned to move item #24 to first on general business.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, to adjust the September 29th agenda to move agenda item #24 to the first item on general business. The motion carried 7-0.

VIRTUAL PUBLIC COMMENTS

The following Citizens provided virtual comments:

- Danielle Irwin, 3185 Ferns Way Drive, spoke in support of item 11, the proposed fertilizer ordinance, to become aligned with the city and state ordinances. She asked that the County work with the City to self-regulate in public spaces.
- Jody Walthall, 2239 Ellicott Drive, representing the local Audubon Society, spoke in support of item 11 and encouraged a stronger fertilizer ordinance with more protection than the proposed ordinance.
- Max Epstein, 1001 San Luis Road, spoke in support of item 11, the County being respectful in handling the possible graveyard in the Miccosukee Greenway and also in support of a stronger fertilizer ordinance. He believed that the county should be looking into preserving cultural and environmental sites. He requested that the Leon County ordinance mirrors those in Indian River and Alachua counties.
- Adriene Wright, Ph.D., President and CEO of Abelita Consulting LLC, spoke in support of item 13, OEV's expansion of support to certified firms for the Leon Cares funding.

- Christy Halt, to speak on item 13 was no longer on the call.
- Katrina Tuggerson, Capital City Chamber of Commerce, spoke in support of item 13, the expansion for the CARES funding.
- Dianne Williams-Cox, City of Tallahassee Commissioner, spoke in support of item 15, celebrating May 20th Emancipation Day and hoped that the State of Florida would adopt it as a statewide holiday as well as the County.

Non-Agendaed Item Public Comments:

- Alesha Waller, 8107 Freedom Road, on a Non-Agendaed Item, spoke in support of the Governor's opening up to Phase 3.
- Susan McLeod, 801 Chestwood Avenue, on a Non-Agendaed Item, spoke in support of a resolution for a free and fair national election and not recognize any government.
- Whitfield Leland III, to speak on a non-agendaed item was no longer on the call.
- Sierra Bush Rester, spoke on a non-agendaed Item, Item 11, Item 20 and Item 24, spoke in support of public comment and for 3 minutes for each item; in support of Juneteenth; in support of the proposed fertilizer ordinance; in opposition to entering into Phase 3.
- Chelsea Rimert, 176 Parkbrook Circle, spoke on a Non-Agendaed Item and Item 15 and 24, spoke in support of Item 15 Option 2, for a County resolution for Juneteenth as a national holiday; commented on Item 24 not given enough notice. She commented in support of public comment.
- Jon Rimert, 176 Parkbrook Circle, spoke on a Non-Agendaed Item, Item 15 and 24. He commented in support of public comment time. He supported staying in Phase 2. Spoke in support of Option 2 for a County resolution for Juneteenth. He also commented and supported the wearing of masks.

CONSENT

Commissioner Maddox moved, duly seconded by Commissioner Proctor, to approve the Consent Agenda with the exception of items 2 and 11. The motion carried 7-0.

1. Payment of Bills and Vouchers

The Board approved Option 1: Approve the payment of bills and vouchers submitted for September 29, 2020 and pre-approve the payment of bills and vouchers for the period of September 30, 2020 through October 12, 2020.

2. PULLED - Proposed Public Notice 2021 Tentative Board Meeting Schedule and Proposed 2021 Board Travel

3. Resolution in Support for the Florida Legislature's Expansion of Medicaid Eligibility

The Board approved Option 1: Adopt the Resolution of support for Medicaid expansion in Florida.

Written public comment submitted:

- Richard Polangin, 1300 North Duval Street, spoke in support of the resolution.

4. Request to Schedule the First and Only Public Hearing to Consider a Seventh Amendment to the Southwood Development of Regional Impact Integrated Development Order for December 8, 2020

The Board approved Option 1: Schedule the first and only Public Hearing to consider a seventh amendment to the Southwood Development Order for December 8, 2020.

5. Renewal of the Tallahassee Fire Department Certificate of Public Convenience and Necessity

The Board approved Option 1: Approve the renewal of the Advanced Life Support Non-Transport Certificate of Public Necessity issued to the Tallahassee Fire Department

6. Coronavirus Aid, Relief and Economic Security (CARES) Act Award for Fiscal Year 2020 from the State of Florida Division of Elections

The Board approved Options 1 -2: option Accept and authorize the Leon County Supervisor of Elections to recognize and spend its FY 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act award in the amount of \$315,771, plus 20% matching funds, within the requirements of the Memorandum of Agreement. Option 2: Approve the Resolution and associated Budget Amendment Request.

7. Florida Housing Finance Corporation Coronavirus Relief Funding Agreement Amendment

The Board approved Options 1 -2: Option 1: Approve the amendment to the CRF Funding Agreement with the Florida Housing Finance Corporation and authorize the County Administrator to execute. Option 2: Approve the Resolution and associated Budget Amendment Request realizing \$170,521 of additional funding from the Florida Housing Finance Corporation.

8. Joint Project Agreement with the City of Tallahassee for Utility Upgrades for the Magnolia Drive Phase 4 Trail project from South Monroe Street to South Meridian Road

The Board approved Option 1: Approve the Joint Project Agreement with the City of Tallahassee for water and wastewater infrastructure relocation or installation in the Magnolia Drive Trail Phase 4 project area and authorize the County Administrator to execute.

9. Interlocal Agreement with the City of Tallahassee for the Woodville Sewer System Project

The Board approved Option 1: Approve the Interlocal Agreement between Leon County and the City of Tallahassee for the Provision of Water and Sewer Service to Woodville Rural Community and authorize the County Administrator to execute.

10. Centers for Disease Control Hurricane Relief Crisis Mosquito Control Grant

The Board approved Options 1-2: Option 1: Accept the Center for Disease Control and Prevention grant in the amount of \$15,000 and authorize the County Administrator to execute any grant documents subject to legal review by the County Attorney. Option 2: Approve the Resolution and associated Budget Amendment Request.

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

- 11. PULLED - Status Report on Leon County's Fertilizer Ordinance**
- 12. Status Report on Potential Unmarked Cemetery within the Miccosukee Greenway**
The Board approved Option 1: Accept the Status Report regarding a potential unmarked cemetery within Miccosukee Greenway.

CONSENT ITEMS PULLED FOR DISCUSSION

2: Proposed Public Notice 2021 Tentative Board Meeting Schedule and Proposed 2021 Board Travel Schedule

The following Citizen Comment was received via online submission:

- Steven Bohl, 5979 Thornton Lane, submitted an online comment in opposition to increasing homeowners' taxes.

This item was pulled from Consent Agenda by Commissioner Minor.

- Commissioner Minor shared he could not support Option #1.
- Commissioner Dozier voiced that she could not support Option #1.

Commissioner Proctor moved, duly seconded by Commissioner Jackson, The Board approved Options 1 -2: Option 1: Adopt the proposed Leon County Board of County Commissioners' Public Notice 2021 Tentative Board Meeting Schedule. Option 2: Approve the proposed Board of County Commissioners' 2021 Travel Schedule and authorize Commissioners' travel to the scheduled events. The motion carried 5-2. (Commissioners Minor and Dozier in opposition).

Commissioner Minor made a motion to allow public comment at workshops.

- Commissioner Maddox clarified with Commissioner Minor that the intent is to allow public input for the workshop item and non-agendaed items.
- County Administrator Long explained that workshops provide the Board the opportunity for discussion without the expectation that a vote would be taken, and that the public input is taken when the ratification item of the actions taken at the workshop is presented at a regular Board meeting.
- Commissioner Minor stated that, since there are fewer meetings scheduled for 2021, it was his hope that allowing public comments at workshops would allow more opportunities for public input.
- Chairman Desloge confirmed with County Administrator that there is only a reduction of one regular meeting from the previous year and, if additional Commission meetings are necessary, another meeting would be scheduled on the 4th Tuesday of the month in addition to or in place of a workshop.

Commissioner Minor moved, seconded by Commissioner Dozier directed staff to bring back an

agenda item exploring the option to allow for public comment at future workshops. The motion carried 7-0.

11. Status Report on Leon County's Fertilizer Ordinance

The following Citizen Comments were received via online submission:

- Max Epstein, 1001 San Luis Road, submitted an online comment in support of updating the Ordinance.
- Peter Kleinhenz, 1709 Verina Court, submitted an online comment in support of regulating the use of fertilizers.

Other citizens to speak were recognized in public comment.

Commissioner Dozier requested this item be pulled from the consent agenda. She stated her support for updating the ordinance and expressed that additional public comment and more discussion is needed.

- County Administrator confirmed that the item will be brought back as a general business item.

Commissioner Dozier moved, seconded by Commissioner Lindley to approve Option #1 as amended: Accept the Status Report on Leon County's Fertilizer Ordinance and direct staff to draft changes to update the Ordinance in accordance with the State Model Ordinance and direct staff to bring back an agenda item that provides information from Indian River and Alachua County ordinances and includes comments from the County's Water Resources Committee and Science Advisory Committee. The motion passed 7-0.

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS (3-minute limit per speaker; there will not be any discussion by the Commission) *The following Citizen Comments were received via online submission.*

- Allen Blay, 6253 Buck Run Circle, submitted an online comment in support of allowing parents to attend high school cross country events since the participants are minors and in opposition to the mandatory COVID testing for the events.
- Ruth Chase, 9540 Oak Hollow, submitted an online comment support of the Board adopting a resolution that will not consent to any government formed by those who organize and execute a coup of our free and fair national elections.
- Matthew Hays, 2133 Foshalee Drive, submitted an online comment in opposition to the mask mandate.
- Michelle & David Logsdon, 5674 Tea Rose Trail, submitted an online comment in support of opening baseball fields to youth sports.
- Susan McLeod, 801 Chestwood Avenue, submitted an online comment in support of the Board adopting a resolution supporting free and fair national elections and rejecting any attempt to negate the valid results.
- Maribel Parzych, 233 Chapel Drive, submitted an online comment in support of opening Leon County School's athletic fields and facilities
- Elizabeth Walker, 1903 6700 Visalia Place, submitted an online comment in support of allowing parents to attend cross county events and in opposition for COVID testing prior to the meets.

GENERAL BUSINESS

24. ADD-ON Status Report and Recommendations on the *Leon County COVID-19 Response and Re-opening Plan*

The following Citizen Comments were received via online submission:

- Paul Arons, 1706 Beechwood Circle North, submitted an online comment in support of Option #1, maintaining Phase 2 of the Leon County COVID-19 Response & Reopening Plan.
- Jocelyne Fliger, 912 Chestwood Avenue, submitted an online comment in support of the mask mandate to protect seniors and those who are immunocompromised.
- Sheryl Grossman, 2288 Hampshire Way, submitted an online comment in support of the mask ordinance.
- Stephanie Henningsen, 408 Meridian Ride, submitted an online comment in support of ending the mask mandate.
- Deneice Howell, Saw Palmetto Lane, submitted an online comment in support of allowing parents to attend cross country events and removing the testing requirements for participation.
- Tara Huls, 2555 Eddie Road, submitted an online comment in support of keeping the mask ordinance in place.
- Jeanne Lebow, 1918 Wahalaw Court, submitted an online comment in support of the mask ordinance.
- Christine Lucas, 3325 Vassar Court, submitted an online comment in support of the mask ordinance.
- Michelle May-Knowles, 1237 Sandler Ridge Road, submitted an online comment in support of opening the County ballfields to youth baseball.
- Sarah Mueller, 3515 Daylilly Lane, submitted an online comment in support of the mask ordinance.
- Sine Murray, 2015 Seminole Drive, submitted an online comment in support of keeping the mask ordinance in place.
- Terri Poore, 715 Red Fern Road, submitted an online comment in support of keeping the mask ordinance in place.
- Chelsea Rimert, 176 Parkbrook Circle, submitted an online comment in support of remaining in Phase 2 and following CDC recommendations.
- Barbara Ross, 1806 Tamiami Drive, submitted an online comment in support of keeping the mask ordinance in place until there is a vaccine.
- Mandy Rozier, 1126 Miccosukee Road, submitted an online comment in support of the mask mandate.
- Ron Saff, 2300 Centerville Road, submitted an online comment in support of the mask mandates in lieu of the New York Times listing Tallahassee as a COVID-19 hot spot.
- Tracy Warrington, 2276 Tuscvilla Road, submitted an online comment in support of the mask ordinance.
- Kenneth Williams, 2532 Opal Court, submitted an online comment in support of supplemental funding for the Leon CARES program.
- Ken Winker, 1791 Cassatt Drive, submitted an online comment in support of the mask mandate, limited indoor restaurant seating and restrictions on large gatherings.

- County Administrator Long provided an overview of the County's status regarding the gating criteria. He recommended no changes to the County's operations, programs, and services at this time and that County business restrictions be consistent with that of the State.
- Chairman Desloge explained that the County did not get the Governor's executive order until late Friday and County staff worked the weekend putting the agenda item together. He stated his support of the mask mandate, spectators for cross country events, and opening County facilities for fall sports. He stated that the City has opened its fields and expressed his support of the County doing the same.
- **Commissioner Proctor made a motion to keep the mask mandate and to stay in Phase 2 (Option #2). Commissioner Minor seconded.**
- Commissioner Dozier expressed the need for a broader discussion of Phase 2 and Phase 3. She confirmed that a special meeting would be called for, if needed, when the County meets the gating threshold. She reflected on the need to clarify the gating criteria and stated her support of youth sports with specific guidelines.
 - County Administrator Long confirmed that, if the County meets the gating criteria, an agenda item would be brought back to the Board.
- Commissioner Maddox stated his support of reopening youth sports. **He made a substitute motion for Option #2 amended to include permitting youth sports with approved mitigation plans submitted by the leagues.**
- Commissioner Minor confirmed with County Attorney that fines could not be issued for violations of the mask ordinance while the Governor's Executive Order is in effect.
- Commissioner Jackson discussed support for permitting fall sports and stated that children in unincorporated Leon County should have the same opportunities as the children living in the City limits since the City has opened its facilities.
- Commissioner Lindley stated that she could not support the substitute motion.
- Commissioner Maddox clarified that his substitute motion would only permit local leagues to utilize County fields.
- Commissioner Dozier reflected that there has not been a spike in cases among school aged children since schools reopened and credited Leon County Schools' protocols. She stated that the leagues should be enforcing their established guidelines and reflected on the possibility of establishing penalties and perhaps an agreement with the County's partners is in order.
 - County Administrator Long confirmed that County staff would assist with facility changes that support social distancing. He stated that noncompliance with an agreement may be an issue and deferred to the County Attorney.
- Commissioner Maddox discussed the possibility of conducting random compliance checks with consequences for violations.
 - County Attorney O'Steen explained that there are many enforcement issues including determining who shuts down the league and/or team,

should there be noncompliance with the guidelines.

- Commissioner Dozier reflected on allowing Little League and Pop Warner to open registration for fall sports while the County works on the compliance options. She stated her support of the motion if the guidelines are in place.
- Commissioner Desloge reflected on the need to open playgrounds, too.
 - County Administrator Long noted that the playgrounds are a complement to the fields and suggested that they also be opened for consistency.
- Commissioner Minor stated his support of the substitute motion.
- Commissioner Proctor stated that he could not support the motion based on science, and CDC guidance. He expressed concern regarding possible consequences of resuming fall sports.

Commissioner Maddox moved, seconded by Commissioner Desloge to approve Option #2, as amended, to direct the County Administrator to revise Phase 2 of the Leon County COVID-19 Response and Re-opening Plan for county operations, programs, and services, to allow fall youth sports and playgrounds to reopen and require leagues to submit mitigation plans, and direct the County Attorney to execute agreements with the leagues whereby the leagues agree to the responsibilities to include penalties, and delegate to the County Administrator the ability to enforce the agreements and provide updates to the Board.

The motion passed 5-2 with Commissioners Proctor and Lindley opposed

- Commissioner Dozier reflected on the availability for rapid testing for cross country participation through the County's partners and stated her support of testing. She reflected on allowing one parent per student as a spectator.
- Commissioner Jackson stated that Leon County Schools has committed to not competing out of the County. He stated that there are several testing facilities in Leon County that could assist with the testing. He confirmed with the County Attorney that the School Board leases Gene Cox stadium from the County and is responsible for determining whether events like the FHSAA Football Championship can be held at the facility.
- Commissioner Maddox made a motion to ask for screenings instead of testing for athletes and allowing spectators at local events at ARP. Seconded by Commissioner Desloge.
- Commissioner Jackson noted that screenings would be for temperatures of 100 degrees.
 - County Administrator Long confirmed that currently testing is only for the large statewide or major events, not for local events, and spectators are not allowed at either.
- Commissioner Dozier stated her opposition to removing testing for large, statewide events as it would affect the entire community.

Commissioner Maddox moved, seconded by Commissioner Desloge to modify the COVID-19 safety requirements for local cross-country events at County facilities to allow one

parent spectator per participant, subject to a health screening including a body temperature of less than 100 degrees Fahrenheit.

The motion passed 7-0

Commissioner Maddox moved, seconded by Commissioner Desloge to modify the COVID-19 safety requirements for statewide cross-country events at Apalachee Regional Park by eliminating the negative COVID-19 test requirement and allowing one parent spectator per participant, subject to a health screening including a body temperature of less than 100 degrees Fahrenheit.

The motion passed 5-2 with Minor and Dozier opposed

GENERAL BUSINESS

13. Status Update and Recommended Enhancements to the Leon CARES Expenditure Plan

County Administrator Long introduced this item. He stated this item provides a status update on the Leon CARES expenditure plan approved by the Board at the July 14 meeting and presents recommended enhancements to the Leon CARES Individual Assistance and Small Business Assistance programs as well as additional modifications the Board may wish to consider. These recommended enhancements and additional considerations are intended to further streamline these programs, simplify the application process, and expedite funding assistance to meet the community's greatest needs resulting from the COVID-19 pandemic.

- Commissioner Minor confirmed with County Administrator Long that individuals who have already been approved for Leon CARES would not have to reapply but would just need to prove an additional need. He also confirmed that businesses that have already applied would automatically receive any difference in award amounts. Commissioner Minor made a motion for Options 1-3.
- Commissioner Lindley stated her support of the motion and offered a friendly amendment to add Option #4.
- Commissioner Minor accepted the amendment and added that the recipient must agree to use the dollars for rent/mortgage or utilities.
- County Attorney O'Steen confirmed that the County could add conditions to the receipt of the funds.
- Commissioner Maddox offered a friendly amendment to allow all individual assistance to be used for childcare and healthcare costs. He asked if new guidance had come out on microloans and reflected on reserving some funds for micro loans.
- Commissioner Minor accepted the amendment.
- County Administrator Long explained that the County has partnered with Early Learning Coalition to offer childcare assistance, and the Board could increase that funding. He stated that he was not aware of any changes regarding microloans but would look into the matter.

- Commissioner Maddox withdrew his amendment.
- Chairman Desloge stated his support of Option #4 with the parameters in the motion.
- Commissioner Dozier asked about assistance for childcare costs outside of the Early learning program, and if the program with the Early Learning Coalition could be expanded.
 - County Administrator Long confirmed that the County will reach out to the County's partners to see if a need exists for expanding the program and, should programs be expanded or added, staff will keep the Board apprised.
- Commissioner Dozier stated that nonprofits employ a large number of local residents. She reflected on expanding the small business assistance to include nonprofits (not human services providers) to include the exceptions from the LEAN program. She proposed a friendly amendment to the motion.
- Commissioner Proctor reflected on including elder care and micro loans.
 - County Administrator Long indicated that Ernst & Young has advised that the micro loan is not a good idea and that the health care reimbursement would need to be explored.
- Commissioner Lindley stated her opposition to adding a recipient agreement and possible audit to Option #4.
 - Commissioner Jackson said adding micro loans would minimize the impact on the hardest hit businesses and individuals.

Commissioner Minor moved, seconded by Commissioner Proctor to approve Options #1-#4 including amending the Leon CARES Small Business Assistance program to allow open eligibility to 501(c)(3) non-profits as stipulated in the LEAN program and amending the Individual Assistance program to require recipients agree to use the dollars for rent/ mortgage, utilities or health care, and include that the recipient could be audited.

- Commissioner Maddox stated his support of adding the nonprofits to the small business assistance program. He recused himself from the vote on Option #2 due to the appearance of a conflict, and made a substitute motion for Options #1, #3 & #4. Commissioner Proctor seconded the motion.
- Commissioner Proctor stated his support of increasing the MWSBE supplement to \$20,000 and adding elder care.
- Commissioner Dozier stated her support of the substitute motion.
- Commissioner Minor stated that the County would have no control of the funds if Option #4 is approved in the substitute motion. He stated his support of the original motion.
- Commissioner Lindley stated her support of the substitute motion.

*Commissioner Maddox moved, duly seconded by Commissioner Proctor to approve:
Option #1: Approve the following enhancements to the Leon CARES Individual Assistance program:*

- a) Increase the income threshold from 80% of AMI to 120% of AMI to reach additional households.*

b) Increase the maximum award per from \$3,000 to \$5,000 per household.

Option #3: Authorize the County Administrator to reallocate funding between all programs and the Reserve/Replenishment Account as needed to maximize the use and impact of the County's allocation of CARES Act funding.

Option #4: Authorize direct payments to applicants in place of the current practice of providing payment to applicants' landlord, mortgage holder, and/or utility provider in the Individual Assistance program

The motion carried 7-0.

- Commissioner Dozier motioned for Option #2 amended to include 501(c)(3) non-profits with the same eligibility criteria as in the Blueprint LEAN grant program.
- Commissioner Dozier moved, seconded by Commissioner Minor to approve Option #2 including amending the Leon CARES Small Business Assistance program to allow open eligibility to 501(c)(3) nonprofits as stipulated in the LEAN program.
- Commissioner Proctor offered a friendly amendment to change the MWSBE award amount to \$20,000.
 - Commissioner Dozier stated she was not in favor of accepting the amendment and suggested an agenda item to explore increasing the amount for the next meeting. She reflected on the possible increase in other categories like Rebounding Business.
 - County Administrator Long stated that now is the optimal time for the Board to make those changes to the Supplemental Awards, as delaying the decision would delay the changes to implement the new guidelines for all the programs.

Commissioner Proctor moved, duly seconded by Commissioner Lindley to approve Option #2 as amended: Approve the following enhancements to the Leon CARES Small Business Assistance program:

a. Increase the base award and supplemental award amounts as follows:

Baseline Awards:	1-10 employees: \$5,000
	11-24 employees: \$7,500
	25-49 employees: \$10,000
	50-100 employees: \$12,500
Supplemental Awards:	"Hardest Hit" Businesses: \$10,000-\$20,000
	MWSBE Businesses: \$10,000 \$20,000
	"Rebounding" Businesses: \$5,000

b. Expand eligibility for the "Hardest Hit" supplemental award to include businesses in NAICS Industry Code 71 (Arts, Entertainment, and Recreation).

- c. *Reduce documentation requirements for very small businesses meeting the “Hardest Hit” criteria.*
- d. *Expand allowable documentation for all other businesses to demonstrate COVID-19-related financial impacts.*
- e. *Open eligibility to non-profits 501(c)(3)’s as stipulated in the Blueprint LEAN program*

The motion carried 6-0. (Commissioner Maddox recused from the vote).

14. Report and Legal Analysis regarding COVID-19 Mitigation Measures

County Attorney O’Steen introduced this item. She stated that this item provides a brief overview of various COVID-19 mitigation measures and legal analysis that may be useful to the Board as it explores options to improve community-wide compliance with the County’s face covering emergency ordinance and options for enforcing social distancing and mask requirements at large gathering.

The following citizen comments were received via online submission:

- Olivia Cooper, 821 Lake Ridge Drive, commented in support of lifting the mask mandate.
- Stephanie Pohler, 6064 Thackeray Lane, commented in opposition of extending the mask ordinance.
- Rahangdale, 3827 East Millers Bridge Road, commented in support of keeping the mask mandate in place.

Commissioner Dozier thanked the County Attorney for this item. She commended FSU and FAMU for enhancing their COVID-19 guidelines and enforcement.

Chairman Desloge clarified he was not in support of mandating wearing masks outside.

Commissioner Lindley moved, duly seconded by Commissioner Maddox, approval of Option 1: Accept the report and legal analysis regarding COVID-19 mitigation measures. The motion carried 7-0.

15. Proposed Revisions to Policy No. 03-16, “Holidays” to include Juneteenth as a Paid Holiday for Leon County Government Employees

County Administrator Long introduced this item. He stated this item requests the Board conduct the first and only public hearing to consider an Ordinance and enabling Resolution adding a County Commissioner to the Affordable Housing Advisory Committee (“AHAC”), as required by newly adopted state legislation and approval of the associated revisions to Board policy. This item also seeks the full Board appointment of one Commissioner to serve on the AHAC. The following Citizen Comments were received via online submission:

- Anne Gilliam, 1248 Walden Road, submitted an online comment in opposition of adding Juneteenth as a County holiday and in support of celebrating May 20th as Emancipation Day in Florida
- Claude Kenneson, 1323 North Martin Luther King Jr. Boulevard, submitted an online comment in opposition of adding Juneteenth as a County holiday and in support of celebrating May 20th as Emancipation Day in Florida.
- Sandeep Rahangdale, 3827 East Millers Bridge Road, submitted an online

comment in opposition of adding Juneteenth as a County holiday due to the reduction of workforce.

- Chelsea Rimert, 176 Parkbrook Circle, submitted an online comment in support of a Board resolution in support of legislation to establish Juneteenth as a state and/or national holiday.
- Kathleen Spehar, 2124 Dozier Drive, Executive Director of the Council on Culture & Arts (COCA), submitted an online comment in support of shifting the focus to May 20th Emancipation Day.
- Commissioner Proctor offered a motion to recognize May 20th as Emancipation Day.
- Commissioner Lindley stated her support of recognizing May 20th and confirmed with the County Administrator that the item could be addressed at the upcoming Legislative Priorities Workshop.
- Commissioner Dozier confirmed with the County Administrator that staff would revisit the issue next year on how to commemorate the holiday.
- Commissioner Minor stated his support for the motion. He commended Mrs. Althemese Barnes of the Riley Museum for her contribution and enlightenment on May 20th.
- Commissioner Maddox offered a friendly amendment to the motion to include a resolution to recognize May 20th as a State holiday and a resolution in support of Juneteenth as a federal holiday.
- Chairman Desloge reflected on the need for further discussion should the State declare Juneteenth a holiday.

Commissioner Proctor moved, seconded by Commissioner Lindley to approve Option #1 as amended: Adopt the proposed revisions to Leon County Policy No. 02-10, "Holidays" to establish ~~Juneteenth (June 19th)~~ May 20th (Emancipation Day) as a paid holiday for Leon County Government employees; and Option #2: Direct the County Administrator to prepare a Resolution in support of legislation to establish ~~Juneteenth~~ May 20th, Emancipation Day as a state ~~and/or national~~ holiday and Juneteenth as a federal holiday. The motion carried 7-0.

16. Springs Restoration Grant Amendments for Construction of the Northeast Lake Munson and Woodville Sewer System Projects

County Administrator Long introduced this item. This item seeks Board approval to modify the existing Florida Department of Environmental Protection Springs Restoration Grant Agreements to accept additional State funds for the construction of the Northeast Lake Munson Sewer System Project and Phase IA of the Woodville Sewer System Project.

Commissioner Dozier commented on the item as related to funding and monitoring spending. She commented on water quality at Lake Munson and signage at the lake. She requested an update.

Commissioner Proctor recalled the history of this project. He stated that he has been an advocate for this project for a long time.

Commissioner Jackson concurred with Commissioner Proctor.

Commissioner Proctor moved, duly seconded by Commissioner Jackson, to approve Options 1-4:

Option 1: Approve the Florida Department of Environmental Protection Springs Restoration Grant Amendment for construction of the Northeast Lake Munson Sewer System Project and authorize the County Administrator to execute the grant amendment;

Option 2: Approve the Florida Department of Environmental Protection Springs Restoration Grant Amendment for construction of Phase 1A of the Woodville Sewer System Project and authorize the County Administrator to execute the grant amendment.

Option 3: Approve the Resolution and associated Budget Amendment Request; and

Option 4: Authorize the County Administrator to procure a line-of-credit at the appropriate time for current and future Septic to Sewer grants to supplement Blueprint Water Quality funds.

The motion carried 7-0.

17. Bid Award for the Leon County Detention Center Exterior Stair Renovation

County Administrator Long introduced this item. He stated this item seeks Board approval to award the bid for the Leon County Detention Center exterior stair renovations to Southland Contracting, Inc. in the amount of \$337,008.

Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval of Option 1: Approve the bid award to Southland Contracting, Inc., in the amount of \$337,008 for the Leon County Detention Center exterior stair renovations (Attachment #1) and authorize the County Administrator to execute the Agreement. The motion carried 7-0.

18. Bid Award for Janitorial Services at Leon County Facilities

County Administrator Long introduced this item. He stated this item seeks Board approval to award the bid for janitorial services at Leon County facilities, to two vendors. Due to the number of, and distance between sites, the bid includes five Groups of facilities, two of which would be awarded to ACP Facility Services and three of which would be awarded to local vendor C&L Associates of Tallahassee, Inc.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, for approval of Option 1: Approve the bid award for janitorial services at Leon County facilities and authorize the County Administrator to execute two agreements (Attachment #1) subject to legal review by the County Attorney to:

- a. ACP Facility Services for Groups 3 and 4 in the amount of \$203,115.02; and*
- b. C&L Associates of Tallahassee, Inc., for Groups 1, 2, and 5 in the amount of \$704,542.01.*

The motion carried 7-0.

19. Full Board Appointment to the Council on Culture and Arts

County Administrator Long introduced the item. He stated this item seeks the full Board's consideration of the appointment of a citizen to the Council on Culture and Arts.

Commissioner Dozier moved, duly seconded by Commissioner Minor, for approval of Option 1. Option #1: The Board appoint eligible applicant Kristen Summers, to the Council on Culture and Arts (COCA) for a four-year term ending September 30, 2024, from the slate of three COCA nominees. The motion carried 7-0.

SCHEDULE PUBLIC HEARINGS, 6:00 P.M.

20. Second and Final Public Hearing for Adoption of the FY 2020/2021 Final Millage Rates and Final Budgets

County Administrator Long introduced this item. In compliance with Executive Order Number 20-179 and Florida Statutes, this item recommends conducting the second of two virtual public hearings to adopt the FY 2020/2021 final millage rates and budgets. Maintaining the same millage rate for the ninth consecutive year, and the overall 2.32% increase in the budget, reflects the Board policy direction provided through-out the budget development process and the continuous efforts to identify and implement significant cost avoidances and savings.

Citizens to Speak:

- Sierra Bush Rester yielded her time.

Chairman Desloge read into the record language concerning the final budget for fiscal year 2020-2021 and acknowledged the one citizen that requested to speak.

County Administrator Long read the following into the record:

The proposed aggregate millage rate is 8.8144 mills which is 1.59% over the aggregate rolled back millage rate of 8.6768 mills. Ad valorem revenues will increase due to an upturn in property values and will be used to support the following: enhanced support of law enforcement and public safety including additional technology and support personnel, sustaining an elevated level of Countywide service delivery; sound fiscal planning to avoid increase in fire services fees; EMS and Solid Waste; continued community investment in parks, greenways, roads and sidewalks.

Chairman Desloge asked for and received the following motions:

Commissioner Proctor moved, duly seconded by Commissioner Dozier, for approval of Options 1 -4: Option 1: Adopt, via Resolution 20-28, the final FY 2020/2021 Countywide millage rate of 8.3144 mills. The motion carried 7-0.

Commissioner Proctor moved, duly seconded by Commissioner Maddox, to adopt Option 2: Adopt, via Resolution 20-29, the final FY 2020/2021 Countywide budget. The motion carried 7-0.

Commissioner Dozier moved, duly seconded by Commissioner Maddox, to adopt Option 3: Adopt, via Resolution 20-30, the final FY 2020/2021 Emergency Medical Services MSTU millage rate of 0.5000 mills. The motion carried 7-0.

Commissioner Lindley moved, duly seconded by Commissioner Maddox, to adopt Option 4: Adopt, via Resolution 20-31, the final FY 2020/2021 Emergency Medical Services MSTU budget. The motion carried 7-0.

21. 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 lying within the Lake Talquin State Park

County Administrator Long introduced this item. He stated this item seeks Board approval for the County to transfer the Jack Vause Landing boat ramp and associated entry road, including all future maintenance and capital costs, to the State of Florida at no cost to the County. To effectuate this transaction, this item requests the Board conduct the first and only public hearing and adopt the proposed Resolution renouncing and disclaiming the County's right in a portion of road right-of-way for Jack Vause Landing Road and the associated boat landing lying within the Lake Talquin State Park boundary.

Commissioner Jackson moved, duly seconded by Commissioner Proctor, for approval of Option 1. Conduct the First and Only Public Hearing and adopt the Resolution renouncing and disclaiming any right of the County in a portion of Jack Vause Landing Road and the associated boat landing lying within the Lake Talquin State Park. The motion carried 7-0.

22. First and Only Public Hearing Regarding a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing

County Administrator Long introduced this item. He stated as required by Florida Statutes, this Public Hearing considers a proposed resolution adopting an inventory list of County-owned properties deemed appropriate for affordable housing in accordance with Section 125.379, Florida Statutes.

Commissioner Proctor confirmed with County Administrator Long that an Affordable Housing Workshop is scheduled and that the affordable housing inventory list would be included in the workshop.

County Administrator Long stated that the workshop is already scheduled and that upon approval that the properties will be directed to the affordable housing partners.

Commissioner Dozier reflected on the City affordable housing policies in regard to the Southwood Development Order. She confirmed with the County Administrator that the upcoming Affordable Housing Workshop would include an update on County and City housing policies.

Commissioner Dozier moved, duly seconded by Commissioner Minor, for approval of Option 1. Conduct the first and only public hearing and adopt the Resolution Adopting Inventory List of County Property Appropriate for Use as Affordable Housing. The motion carried 7-0.

23. 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

County Administrator Long introduced this item. He stated this item requests the Board conduct the first and only public hearing to consider an Ordinance and enabling Resolution adding a County Commissioner to the Affordable Housing Advisory Committee ("AHAC"), as required by newly adopted state legislation and approval of the associated revisions to Board policy. This item also seeks the full Board appointment of one Commissioner to serve on the AHAC.

*Commissioner Proctor moved, duly seconded by Commissioner Jackson, for approval of Options 1-4: Option 1: Conduct the first and only public hearing and adopt an Ordinance amending Section 8-156 of the Code of Laws of Leon County relating to the Affordable Housing Advisory Committee.
Option 2: Adopt the amended and restated Affordable Housing Advisory Committee Resolution.*

Option 3: Approve the associated revisions to Board Policy No. 11-2 "Commissioner Membership on Boards, Committees, Councils, and Authorities".

Option 4: Full Board to appoint one Commissioner. The Board appointed Commissioner Maddox to serve on the Affordable Housing Advisory Committee for a term ending December 31, 2022. The motion carried 7-0.

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

- Chairman Desloge confirmed that there were no speakers on Non-Agendaed Items or list of speakers.

COMMENTS/DISCUSSION ITEMS

County Attorney O'Steen:

- No comments.

County Administrator Long:

- No comments.

COMMISSIONER DISCUSSION ITEMS

Commissioner Dozier:

- Commended Commissioner Jackson on comments for colleges and universities about safety and mask mandate.
- Recalled the emails asking for the repeal of the mask mandate, and the community approval of the County Ordinance despite the Governor's recent order.
- Shared her concerns regarding collegiality at the BluePrint IA meetings.
- Reflected on the upcoming public hearings on the Southwood DRI DO 6th and 7th Amendments. She asked for an update on the stormwater master plan and confirmed with County Administrator Long that there are plans in place for social distancing during in-person meetings.
 - County Attorney O'Steen stated that if the Governor's order expires on September 30th, the Board would be required to have a physical quorum and that the current Board policy would need to be revised should the Board wish to allow telephonic participation by Commissioners.
 - County Administrator confirmed that there are plans in place for social distancing during in-person Commission Meetings.

Commissioner Maddox:

- Commended Chairman Desloge for a running a smooth virtual meeting.
- Expressed the hope that Commissioners could have patience and work together.
- Thanked the Board for the May 20th Recognition.
- Mentioned the BluePrint Meeting and asked about civility at those meetings and patience.

Commissioner Proctor:

- Thanked staff for the work on the Woodville Sewer Line.
- Announced the next Farmshare will be held October 24 at Gene Cox Stadium.
- Recalled the need for a Children's Agency, rather than an independent Children's Service's Council.
- Reminded all that early voting begins October 19, 2020.

Commissioner Lindley:

- Thanked those who were submitting comments in support of mask mandate.
- Requested a Proclamation recognizing October as Guardianship Awareness Month.
 - *Commissioner Lindley moved, duly seconded by Commissioner Desloge, to request a proclamation recognizing October as Guardianship Awareness Month. The motion carried 7-0.*
- Acknowledged Commissioners Maddox and Dozier's comments on civility and that she is proud to be a part of this Board.

Commissioner Jackson:

- Reminded the Board of safety measures in combating COVID-19. He recalled the number of deaths in the US.

- Recalled discussion on news article that commented on partying that could endanger you or others.
- Applauded President Thrasher for encouraging students to wear a mask and efforts mitigating COVID-19.
- Highlighted the other colleges and universities in the community for encouraging safe behaviors and helping to mitigate the spread of COVID-19.
- Expressed he was happy to return to Chambers and commended the Chairman for running great virtual meetings.

Vice-Chairman Minor:

- Commended Community Media Relations efforts in promoting Leon CARES.
- Acknowledged the public on the mask mandate.
- Recalled the Government Alliance for Racial Consideration and Equity.
- Encouraged everyone to vote.

Commissioner Minor moved, duly seconded by Commissioner Dozier to direct staff to explore the County's possible membership in the Government Alliance for Racial Equity. The motion carried 7-0.

Chairman Desloge:

- Thanked staff for their efforts and patience for the virtual meetings.
- Reflected on the availability of mobile testing on the north side of town and suggested the possibility of using the library as a site for future mobile testing.
 - County Administrator Long confirmed that staff would look into the matter.

RECEIPT AND FILE:

- Capital Region Community Development District Audit RFP Committee Meeting Minutes for June 11, 2020.

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 9:18p.m.

LEON COUNTY, FLORIDA

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

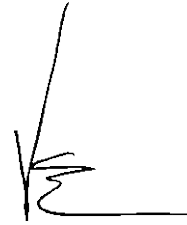
Agenda Item #2

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers



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

Statement of Issue:

This item requests Board approval of the payment of bills and vouchers submitted November 17, 2020 and pre-approval of payment of bills and vouchers for the period of November 18, 2020 through December 7, 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 November 17, 2020 and pre-approve the payment of bills and vouchers for the period of November 18, 2020 through December 7, 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 November 17th meeting, the morning of Monday, November 16, 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 December 8, 2020, it is advisable for the Board to pre-approve payment of the County's bills for November 18, 2020 through December 7, 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 November 17, 2020 and pre-approve the payment of bills and vouchers for the period of November 18, 2020 through December 7, 2020.
2. Do not approve the payment of bills and vouchers submitted for November 17, 2020, and do not pre-approve the payment of bills and vouchers for the period of November 18, 2020 through December 7, 2020.
3. Board direction.

Recommendation:

Option #1

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

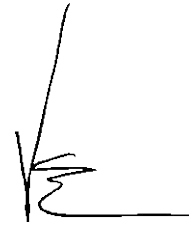
Leon County Board of County Commissioners

Agenda Item #3

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



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

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

Statement of Issue:

This item seeks the Board's ratification of an appointment of a citizen to the Code Enforcement Board by a Commissioner and the Tallahassee-Leon County Commission on the Status of Women and Girls (CSWG) made by the CSWG.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

- Option #1: Ratify Commissioner Jackson's appointment of a citizen, Michael Gagliardi, to the Code Enforcement Board for the remainder of a three-year term ending July 31, 2023.
- Option #2: Ratify the Commission on the Status of Women & Girls' appointment of a citizen, Sarika Griffin, to the Tallahassee-Leon County Commission on the Status of Women and Girls for the remainder of the unexpired term ending September 30, 2021.

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:

Code Enforcement Board (CEB)

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

Composition: The CEB is comprised of seven members, with each Commissioner appointing one member. Members serve three-year terms, expiring July 31. Although, Policy No. 03-15 limits citizen appointments to committees to three terms, Florida Statute 162.05 states that a member may be reappointed upon approval of the local governing body; therefore, members are not subject to the Policy's three-term limit.

Pursuant to Section 162.05, Florida Statutes, the membership of the Code Enforcement Board shall, whenever possible, consist of an architect, a business person, an engineer, a general contractor, a subcontractor, a realtor and another citizen. Currently the CEB membership consists of the following: Business Person (3), Engineer (1), Building Contractor (1) and County Resident (1). The current CEB membership does not have a member representing the architect and subcontractor categories.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
7	1	Male - 3 Female - 3	White - 2 Black or African American - 3 Not Available - 1

Vacancies: The term of CEB member Paul Bobo expired on July 31, 2020. Mr. Bobo is not seeking reappointment. The Commissioner has reviewed the applications and has selected the appointee as listed in Table #1.

Table #1: Code Enforcement Board

Vacancy / Seat Category	Term Expiration	Eligible Applicant / Seat Category (Application Attachment #)	Gender - Race	Recommended Action
Paul Bobo / <i>Business Person</i> <i>Not seeking reappointment</i>	7/31/2020	1. Michael Gagliardi / <i>Business Person</i>	Male - White	Ratify Commissioner Jackson's appointment for the remainder of the three-year term ending July 31, 2023.

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
- 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	1	Male - 0 Female - 20	White - 7 Black - 12 Not Available - 1

Vacancies: The term of CSWG appointed member, Jasmine Ali-Mohammed, has been terminated due to poor attendance. The CSWG full commission met on October 18, 2020 to review the CSWG nominees, and the CSWG voted to appoint the applicant listed in Table #2 (Attachment #2). This item seeks the Board's ratification of the CSWG appointment.

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

Vacancies:	Term Expires:	Applicant Appointed (Application attachment #)	Gender - Race	Recommended Action
Jasmine Ali- Mohammed <i>Removed from seat</i>	9/30/2021	3. Sarika Griffin	Female - Black	Ratify the CSGW appointment for the remainder of the unexpired term expiring on 9/30/2021

Options:

1. Ratify Commissioner Jackson's appointment of a citizen, Michael Gagliardi, to the Code Enforcement Board for the remainder of a three-year term ending July 31, 2023.
2. Ratify the Commission on the Status of Women & Girls' appointment of a citizen, Sarika Griffin, to the Tallahassee-Leon County Commission on the Status of Women and Girls for the remainder of the unexpired term ending September 30, 2021.
3. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Gagliardi application and resume
2. CSWG appointment notification
3. Griffin application and resume



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CODE ENFORCEMENT 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.

Name: Mr. Michael Patrick Gagliardi		Date: 5/8/2020 12:57:27 PM	
Home Address:	3924 paces place Tallahassee, FL 32311	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	No
Home Phone:	(618) 402-4809	Do you own property in the Tallahassee City Limits?	No
Email:	mpg09c@gmail.com	How many years have you lived in Leon County?	11

(EMPLOYMENT INFORMATION)

Employer:	Geico	Work
Occupation:	Lawyer	Address:
Work/Other Phone:		

(OPTIONAL)

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

Race:	White	Gender:	M	Age:	29
District:	District V	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Jessica Yeary	Name:	John J. Knowles
Address:	6751 Johnstown Loop Tallahassee, FL 32309	Address:	2201 Armistead Rd Tallahassee, FL 32308
Phone:	(850) 728-9488	Phone:	(850) 292-9527

Resume Uploaded?	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

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 a resident of Leon County.

Members must meet the membership eligibility criteria listed below. Please indicate your area of expertise.

- ☒ Business Person
- ☐ Engineer
- ☐ Architect
- ☐ General Contractor
- ☐ Subcontractor
- ☐ Realtor
- ☒ County Resident

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. 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

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

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

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

From: [Catherine Register](#)
To: [Mary Smach](#); [Hinton, Melissa](#)
Cc: [Heather Peebles](#); [Thomas, Courtney](#); [Kelly Otte](#)
Subject: New CSWG Appointment
Date: Tuesday, October 20, 2020 3:07:12 PM
Attachments: [Griffin appl & res -2020.06.12.pdf](#)
[TLCSWG Membership Roster 082720.doc](#)

Good afternoon ladies,

I hope you're all doing well today. The CSWG voted on Sunday at their retreat to appoint Sarika Griffin to the new CSWG seat. This appointment needs to be ratified by the City and County, so please let me know what you need to get this on the next agenda. I've attached her Leon County application and Melissa's City of Tallahassee CSWG Roster.

Thanks for all you do to help us with these details!
Catherine

--

Catherine Register, Staff Liaison
Tallahassee-Leon County Commission on the Status of Women and Girls
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
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@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.**

Name: Ms. Sarika Griffin		Date: 6/12/2020 6:18:02 PM	
Home Address:	1537 Cinnamon Bear Circle Tallahassee, FL 32311	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(904) 510-7100	Do you own property in the Tallahassee City Limits?	No
Email:	griffin.sarika@gmail.com	How many years have you lived in Leon County?	4

(EMPLOYMENT INFORMATION)

Employer:	Florida State University	Work Address:	282 Champions Way University Center A, Suite 4100 Tallahassee, FL 32311
Occupation:	Assistant Director		
Work/Other Phone:	(850) 644-2396		

(OPTIONAL)

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

Race:	Black or African American	Gender:	F	Age:	31
District:	District II	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Sarah Lull Castillo	Name:	Katie Britt-Williams
Address:	University Center A, Suite 4100 282 Champions Way Tallahassee, FL 32306	Address:	
Phone:	(850) 644-2277	Phone:	(863) 307-1329

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 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. Sarika Griffin*

The application was electronically sent: 6/12/2020 6:18:02 PM

Sarika M. Griffin, MSW

1537 Cinnamon Bear Circle
Tallahassee, Florida 32311

(904) 510-7100
griffin.sarika@gmail.com

PROFESSIONAL SUMMARY

- Master of Social Work graduate with a background in counseling and case management to survivors of power-based violence
- Strong background in counseling at-risk-youth as well as children and families in urban and rural communities
- Motivated and compassionate victim advocate with six plus years of experience
- A servant leader with four plus years of supervisory and management experience
- Proven ability to establish excellent working relationships with clients/consumers
- Resourceful with excellent case management skills and knowledge to adapt quickly to new situations
- Exceptional interpersonal, mediation, organization, written and verbal skills
- Excellent ability to work independently and handle the pressure while staying connected and organized
- Ability to work efficiently and effectively in a multidisciplinary environment
- Extraordinary organization skills, goal-oriented, proactive, excellent at reporting, and tremendously persistent

EDUCATION

Florida State University
Master of Social Work, Clinical

Tallahassee, Florida
05/2018

University of North Florida
Bachelor of Science, Psychology
Undergraduate Honors Thesis: The Impact of Stereotyping and Group Membership on Self-Esteem

Jacksonville, Florida
05/2015

Florida State College at Jacksonville
Associate of Arts

Jacksonville, Florida
08/2013

SOCIAL WORK EXPERIENCE

Florida State University
Assistant Director – Victim Advocate Program

Tallahassee, Florida
09/2019 – present

- Assess individuals that have experienced trauma and developed service plans based on their emotional, physical, and psychological status as well as provided referrals to agencies/individuals within the university and community
- Provides crisis intervention to individuals who have experienced various forms of distress as a result of trauma
- Develops, raises awareness and facilitates domestic violence and sexual assault training in a university setting in addition to giving presentations and lectures to students, faculty, staff, and community members on various topics
- Provide supportive counseling, advocacy, crisis intervention, safety planning, and follow-up services to primary and secondary victims of interpersonal violence
- Maintains highly confidential data and information regarding claims against persons, serving as liaison to community resources; Stays abreast of current movements in the field on Title IX, VAWA, and Jeanne Clery Act
- Assists director and HR in recruiting, interviewing, and hiring employees to help run the program
- Supervises employee activity and delegates tasks; Coordinates employee work schedule
- Handles and resolves any disputes within or related to the program and department, in support of the director
- Sets program goals, and devises new methods for improving and sustaining program or department activity
- Reserves meeting/event space and reports to director with any issues, problems, updates, or questions

Florida Agricultural and Mechanical University
Victim Advocate/Coordinator of Student Affairs

Tallahassee, Florida
03/2019 – 09/2019

- Developed and oversaw the implementation and development of victim advocate program's initiatives including sexual misconduct, relationship/domestic violence, consent, sexual harassment, and LGBTQ+ education
- Researched and assisted with the development of policies and procedures. Developed and maintained a comprehensive database used in documentation and obtaining funding or additional funding sources
- Assessed individuals that have experienced trauma and developed service plans based on their emotional, physical, and psychological status as well as provided referrals to agencies/individuals within the university and community
- Provided individual and group crisis intervention and counseling to individuals who have experienced various forms of distress as a result of abuse and/or sexual violence
- Raised awareness and facilitated domestic violence and sexual assault training in a university setting in addition to giving presentations and lectures to students, faculty, staff, and community members on various topics
- Provided supportive counseling, advocacy, crisis intervention, safety planning, and follow-up services to sexual and domestic violence survivors and their families

- Maintained highly confidential data and information regarding claims against persons, serving as liaison to community resources; stayed abreast of current movements in the field on Title IX, VAWA, and Jeanne Clery Act

DISC Village

Tallahassee, Florida

Residential Counselor I

05/2018 – 11/2019

- Provided individual counseling, support, and crisis intervention for clients in a residential substance abuse treatment program utilizing Cognitive Behavioral Therapy (CBT), Dialectical Behavioral Therapy (DBT), Solution Focuses (SF), Motivational Interviewing (MI), and psychoeducation
- Facilitated therapeutic groups (relapse prevention, chemical dependency, assertiveness, domestic violence), skill-building groups (self-esteem, tutoring, vocational) and adjunct therapy groups (art, dance, recreational) to assist clients in developing social, academic and emotional functioning
- Developed comprehensive treatment plans as well as complete weekly progress notes and monthly staffing's to document the client's progression and/or regression in treatment
- Consulted as crucial contributor to interdisciplinary team with a focus on the intrapersonal, interpersonal and relational function of individuals and groups
- Supported clients in coping with their emotions towards their past and fears for the future through one-on-one sessions to encourage successful rehabilitation after treatment
- Performed psychosocial assessment of incoming residents; used screening tools to assess for mental and substance abuse disorders, cognitive deficits, and mood disorders
- Mentored and trained all incoming counseling staff and interns on clinical practices, facilitation of groups, as well as completing biopsychosocial, monthly staffing's, progress/case notes, safety plan, behavioral contracts, and reflections
- Effectively supervised, communicated, and assigned shift duties to all therapeutic assistant and interns while on-duty
- Reviewed and evaluated clinical curriculums to determine the effectiveness of use in the residential women's substance abuse treatment setting
- Planned educational, culture, and recreational events and outings; organized special speakers to speak on different topics; organized fundraisers for the clients in the program
- Effetely managed all personal and professional issues with staff in a caring and compassion manner; as well as resolved client issues when they appear

Florida State University

Tallahassee, Florida

On-Call Victim Advocate

11/2016 – 04/2019

- Offered short-term crisis intervention and provided emotional support and validation to victims of crimes
- Provided campus and community referrals along with documentation of victimization for school and/or employment
- Facilitated educational presentations and follow-up with victims to assess further needs
- Escorted victims of sexual battery to the hospital and/or Sexual Assault Forensic Examination Center for medical examination/evidence collection
- Offered counseling support to students and their families, and provides customized social service agency referrals

Florida State University

Tallahassee, Florida

Clinical Intern

01/2018 – 05/2018

- Provided counseling to primary and secondary victims of violent crimes; performed triage and crisis intervention services
- Screened individuals who have suffered abuse/assault and helped them access all necessary services
- Provided information on victimization, crime prevention, victims' legal rights, and protections, and the criminal justice process
- Offered emotional support to victims; assisted victims with safety planning and victim compensation applications
- Helped victims find shelter and transportation as well as provided referrals for other services

Program for Adolescent Mothers, Alternative Spring Break

St. George, Grenada/Tallahassee, Florida

Service Project Volunteer

01/2018 – 3/2018

- Developed training/educational materials and activities focused on stable, healthy families, and reducing the presence of domestic and sexual violence
- Supported adolescent mothers' intellectual and emotional needs to develop responsible decision-making skills
- Integrated cross-cultural learning into lesson plans and managed classroom of 10 to 15 teenage mothers
- Cultivated an understanding of global issues within the social work community as well as working with high-risk populations
- Developed a keen ability to solve complex problems and look at the situation from different cultural perspectives

Florida Coalition Against Domestic Violence

Tallahassee, Florida

Statewide Domestic Violence Hotline Advocate

12/2016 – 12/2017

- Operated 24-hour statewide domestic violence hotline by proving crisis intervention, advocacy, and referrals
- Completed travel scholarships, training certificates, and requests for print materials in addition to other office duties
- Constructed Domestic Violence Hotline Annual Report by researching, and analyzing data in addition to submitting graphic designs and printing bids
- Provided TDD/TTY technical assistance to certified domestic violence centers via email, phone, and webinars
- Responsible for case notes, reports, and ensuring that the program guidelines and procedures are followed

PACE Center for Girls, Leon

Tallahassee, Florida

Social Service Intern

01/2017 – 05/2017

- Maintained records of progress, recorded outcomes in Effort to Outcomes Software
- Provided crisis intervention, guidance, individual, group, and supportive counseling
- Used evidence-based practices including motivational interviewing and trauma-informed care
- Coordinated referrals and completed screenings and assessments of clients on caseload
- Conducted intakes and follow-up assessments for all incoming students

Lakeview Health

Jacksonville, Florida

Behavioral Health Associate

12/2015 – 08/2016

- Provided direct and indirect patient care under the direction of nurses and clinical staff members
- Documented and presented behavior as well as treatment concerns regarding patients to the multidisciplinary team
- Supervised patients who suffer from chemical dependency, dual diagnoses, and alcoholism
- Facilitated arts and recreational therapy groups for clients with substance abuse and mental health issues
- Utilized clinical knowledge to assess and perform patient care based on individual needs

Delores Barr Weaver Policy Center

Jacksonville, Florida

Advocacy Fellow

08/2015 – 07/2016

- Planned and hosted teen pregnancy roundtable with local community stakeholders
- Attended court hearings to provide support to youth and their families, and provided information regarding services
- Attended Florida legislative session and meet with state representatives to present policies
- Assisted by helping with SAVVY Sister groups, diversion classes, and Girl's Leadership Council meetings
- Responsible for clerical detail, documentation, charting notes, and researching resources

University of North Florida Women's Center

Jacksonville, Florida

On-Call Victim Advocate/Peer Educator

07/2014 – 07/2016

- Operated the 24-Hour Crisis Helpline and provided emotional support services to survivors of sexual assault
- Provided crisis intervention, advocacy, information and referrals, and safety planning
- Explained victim's rights and provided documentation of victimization to school and employer
- Hosted outreach events to encourage students to live a healthier lifestyles
- Maintained relevant documentation to assist in the review and monitoring of services provided

VOLUNTEER EXPERIENCE

The Junior League of Tallahassee

Tallahassee, Florida

Diversity and Inclusion, *Committee Chair Elect*

2020-2021

New Member Committee, *Small Group Leader/Committee Member*

2019-2020

Little Black Dress/Annual Fund Committee, *Committee Member*

2018-2019

RESEARCH AND TEACHING EXPERIENCE

University of North Florida

Jacksonville, Florida

Researcher/Lab Manager

08/2014 – 08/2016

- Developed research protocols and supervise undergraduate students working on research projects
- Managed and created lab schedules, organized training, and presentation schedule in bi-weekly lab meetings
- Prepared, maintained and update website materials in addition to collecting, organizing, and analyzing data
- Prepared publications, articles, reports, and presentations in addition to developing research rational
- Used decisive reasoning to determine the best course of action in the research project
- Participated in team research projects and conducted an individual study, including library research

University of North Florida

Jacksonville, Florida

Undergraduate Teaching Assistant

01/2015 – 05/2015

- Delivered class and lab demonstrations as well as discussing my research projects
- Collected in-class assignments and provided feedback to students promptly
- Developed class activities and lesson plans relating to the course
- Answered questions through email and online discussion board about coursework

University of North Florida, Study Abroad: Cross-Cultural Coping Styles in Armed Conflict

Jacksonville, Florida/China

Data Collector

05/2014 – 06/2014

- Interacted with individuals in diverse settings by immersing in the culture
- Developed working relationship with international colleagues and populations surveyed
- Surveyed research participants in the United States (Jacksonville, Florida) and China (Beijing, Xi'an, and Neijiang) in community settings
- Kept organized records of all analyzed data, input data, recorded procedures and results
- Maintained an unbiased presentation so as not to alter subjects responses

CONFERENCE PRESENTATIONS

Griffin, S. M., Wolff, J., & Phills, C. E. (2016, April). The Relationship Between Prejudice, Stereotyping, and Self-Esteem in Emerging Adults. *Poster presented at the biennial meeting of the Society for Research on Adolescence*, Baltimore, MD.

Griffin, S. M. & Phills, C. E. (2016, January). The Relationship Between Stereotyping, Prejudice, and Self-Esteem. *Poster presented at the annual meeting of the Society for Personality and Social Psychology*, San Diego, CA.

Griffin, S. M. & Phills, C. E. (2015, April). The Impact of Stereotyping and Group Membership on Self-Esteem. *Poster presented at the annual meeting of the Showcase of Osprey Advancements in Research and Scholarship*, Jacksonville, FL.

Griffin, S. M. & Richard, D. (2015, April). Coping in Women in Traditionally Feminine Versus Masculine Jobs. *Poster presented at the annual meeting of the Showcase of Osprey Advancements in Research and Scholarship*, Jacksonville, FL.

INVITED TALKS

The National Society of Collegiate Scholars
Influences of Social Change Panelist

Orlando, Florida
06/2015

Generation W
Generations – The Trend Game Panelist

Jacksonville, Florida
03/2015

University of North Florida Women's Center
Signs of Suicide – 2015 Victim Advocacy Training
National Eating Disorder Awareness Week – Friday Lounge

Jacksonville, Florida
07/2015
02/2015

LICENSE

State of Florida – Department of Health – Division of Medical Quality Assurance
Registered Clinical Social Worker Intern –ISW 13550

Expiration Date: 04/22/2024

COMMITTEES AND BOARD MEMBERSHIPS

Refuge House's Sexual Assault Response Team – *Member*
Domestic Violence Coordinating Council – *Member*
Coordinated Community Response Team – *Member*

AWARDS

College of Social Work International Programs Alternative Spring Break Scholarship, 2017
Society for Personality and Social Psychology Diversity Undergraduate Registration Award, 2015
Student Mentored Academic Research Team Grant, 2015

PROFESSIONAL AFFILIATIONS

The Junior League of Tallahassee
National Association of Social Workers
Tallahassee Network of Young Professionals
Phi Alpha Honor Society for Social Work

Psi Chi International Honor Society in Psychology
Society for Research on Adolescents
Society for Personality and Social Psychology
Alpha Kappa Alpha Sorority, Incorporated

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

Leon County Board of County Commissioners

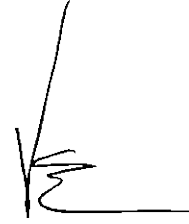
Agenda Item #4

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Government Alliance on Race and Equity Membership



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Human Services and Community Partnerships Heather Peeples, Special Projects Coordinator

Statement of Issue:

As requested at the Board's September 29th meeting, this item seeks the Board's approval of a County membership in the Government Alliance on Race and Equity (GARE) organization.

Fiscal Impact:

This item has a fiscal impact. The maximum cost for GARE membership is \$2,000 annually. General revenue contingency funds are available to pay the initial membership fee.

Staff Recommendation:

- Option #1: Approve county membership in the Government Alliance on Race and Equity organization.
- Option #2: Authorize the use of contingency funds in the amount of \$2,000 to pay the initial cost for the County's GARE membership and approve the associated Budget Amendment Request.

Report and Discussion

Background:

As requested during the commission discussion portion of the September 29, 2020 regular meeting, this item seeks the Board's approval of a Leon County membership in the Government Alliance on Race and Equity (GARE) organization. Should the Board support joining the GARE organization, this item recommends that the Leon County Department of Human Services and Community Partnerships serve as the County's member agency and utilize GARE's resources to enhance the work of the Community and Human Services Partnership (CHSP) Program. The details supporting this recommendation will be provided in the analysis section of this item.

GARE is a membership organization that promotes racial equity by providing resources and services to a network of state and local governments to help advance equity in their organization and community. GARE shares best practices, resources and tools to help member organizations build the internal capacity to eliminate institutional and structural racism. Using a data driven approach, GARE provides organizations with tools and strategies to promote racial equity. GARE is a joint project of Race Forward, which was created by the merging of The Center for Racial Justice Innovation and the Center for Social Inclusion in 2017 and the Haas Institute for a Fair and Inclusive Society at UC Berkley.

The GARE organization uses a series of racial awareness trainings and equity building tools which are essentially questions and exercises to be completed by people with different racial perspectives. The information, along with relevant local demographic and statistical data are used to analyze and track the impact of proposals and decisions on racial equity. A membership provides opportunities to network, and to share ideas and best practices with other governments that are also engaged in the process.

GARE serves only government agencies based on the premise that historically government has played a role in creating racial and economic inequities through laws and policies that dictated everything from who could vote, who could own property or where one could live to how public services such as schools, infrastructure and healthcare are funded. Systems and structures can create and perpetuate gaps in resources and opportunities that manifest as achievement gaps. GARE maintains that taking a "color-blind" approach simply allows racial inequities to continue. However, addressing racial inequities while maintaining a class-conscious approach would have a positive effect on both racial and economic equity. Local and regional governments have the authority to implement policy changes than can drive larger systemic changes. Leon County has already taken several notable actions, including in its hiring and compensation processes that promote equity in the organization and in the community. Following are a few more examples of the County's ongoing and recent actions:

- Provide Diversity and Inclusion Training to all employees.
- Established a living wage and paid parental leave for all employees.
- Leveraged the Penny Sales Tax Extension to support economic development efforts.
- Collaborated with the City and established new affordable housing initiatives.
- Invited Purpose Built Communities to help plan the Orange Avenue Revitalization Project.

- Contributed funding for the startup of the South City Neighborhood Foundation, which has established a plan to address intergenerational poverty in the Southside Community.
- Connecting low-income youth and those with employment barriers to in-demand trades and skilled careers as part of the Leon Works programs.
- Funded a Disparity Study with the City of Tallahassee to ensure equity in procurement contracts.
- Support the Minority and Small Business Enterprise Office.
- Collaborate with Village Square to host the annual community conversation promoting racial and social equity.
- Fund the Community and Human Services Partnership (CHSP) Program with the City of Tallahassee to address the community's human service needs.

Analysis:

Like Leon County, some organizations already have policies, practices and norms in place that demonstrate their value and support for equity. However, some organizations both private and public are in the early stages of building diversity and equity in their workplaces and operational structures. To address the dichotomies, GARE offers two types of membership, **Core** and **Associate**.

- **Core:** Core members are jurisdictions that have made a commitment to advancing racial equity across their entire organization by using racial equity tools in routine decisions. The cost for Core membership is \$1,000 annually.
- **Associate:** Associate members represent individual departments within a jurisdiction that want to ensure equity in service delivery by recognizing racial and cultural differences. Associate members have access to GARE's resources and the membership network within their specific area of focus than can assist in enhancing ongoing equity efforts. An Associate membership costs \$2,000 annually.

Should the Board choose to join GARE, staff recommends engaging as an Associate member through the Leon County Department of Human Services and Community Partnerships (HSCP). The funds needed to pay the initial membership cost of \$2,000 are available in the General Revenue Contingency Fund. An associated Budget Amendment Request (Attachment #1) is required. As an associate member, HSCP could utilize GARE's resources to advance its equity efforts in the community through the CHSP Program. In addition, United Partners for Human Services (UPHS), has initiated steps to strengthen the internal infrastructure of its member organizations by creating a taskforce that will develop operational guidelines that support diversity, equity and inclusion within their respective agencies. A GARE membership would provide an opportunity to incorporate equity best practices into the CHSP Program and compliment the work UPHS is currently doing for its members.

Recently the UPHS Executive Committee took steps to identify and address equity gaps in human services by establishing a Diversity, Equity and Inclusion (DEI) Taskforce to intentionally foster system changes within its sector to support the following:

- Improve the equity within how its members serve clients,

- Improve the equity within how its members treat their staffs/volunteers,
- Advocate for others (community-at-large, donors, networks, etc.) to understand their own biases that leads to equity becoming the new norm.

UPHS's DEI Taskforce hopes to produce a "playbook/roadmap" by April or May 2021 to guide members in examining how diversity, equity and inclusion intersects in all aspect of their human services work and internal practices.

UPHS's efforts to promote diversity and equity within human services agencies directly aligns with GARE's objectives for governmental entities. A GARE membership though HSCP would provide access to multiple equity building resources, including a professional peer network of equity leaders and subject area experts to exchange information, collaborate and develop solutions to address specific challenges CHSP agencies face when addressing the human services needs of a diverse community.

Leon County and the City of Tallahassee contract with 54 nonprofit agencies to support 84 human services programs through the CHSP Program. As a part of the CHSP funding evaluation process the County and City maintain an information portal that is used as a communication tool and database to collect extensive demographic data on the services provided and the populations served by the contracted agencies. While UPHS is working on strategies to assist its members to improve service delivery, the CHSP Portal and other data sources, including the United Way's Asset Limited, Income Constrained, and Employed (ALICE) Annual Report, various reports generated by the Florida Chamber of Commerce, the Zip Code 32304 Summary Report, and information maintained through the Geographic Information System could be used for an initial assessment to determine whether equity gaps exist in the current human services delivery model. GARE's racial equity tools and other services could be helpful in strengthening collaborations within and among human services agencies and in developing strategies for advancing racial and economic equity through human services.

GARE also convenes member cohorts of local and regional government jurisdictions to provide a joint structured curriculum for cities, counties and states to work and learn together by focusing on strategies that normalize conversations about race, operationalize new policies and cultures and organize to promote racial equity. GARE currently has cohorts in Minnesota, Northern California and Southern California. GARE members in the State of Florida include the Palm Beach County Department of Community Service (PBCS) and the City of Gainesville. Both joined GARE in 2019 and are in the early stages of developing racial equity strategies.

The PBCS became a member of GARE to improve outcomes for residents who utilize the services available through its Health and Human Services programs. Before becoming a member of GARE, the PBCS collaborated with a variety of community partners that collected and compiled data and developed a strategic plan focused on the success of Palm Beach County youth. PBCS's director, James Green, shared that the GARE membership has provided the department with tools that will assist it in analyzing these and other datasets to identify groups that are most adversely impacted and help inform how funds are invested to address the community's human service needs. PBCS administers several human services programs as well as provides funding to 120 community-based programs, including more than 60 nonprofit human service providers. All PBCS staff members

have participated in at least two racial equity trainings and are utilizing several of the tools to develop strategies to engage the community in determining program funding to deliver human services more equitably. Nonprofit human service providers will also participate in GARE training and will use GARE's tools to evaluate the impact of the various programs and services that are available to Palm Beach County residents.

All City of Gainesville employees have completed racial equity introductory training. The City of Gainesville recently established an equity core team of employees and allocated funding to hire an equity officer to help coordinate its efforts. The City of Gainesville has also engaged the University of Florida, the local chamber of commerce and human services agencies to assist in data collection and analysis that will serve as the framework to inform its next steps in developing strategies to advance racial equity.

As referenced previously, Leon County already has several programs and practices in place that support and advance equity. Leon County's recruitment and hiring processes are shaped by the Board's Strategic Priority to retain and attract a highly skilled, diverse and innovative County workforce. To further this commitment, all County employees participate in Diversity and Inclusion Training which demonstrates how appreciating differences helps to improve the organization and its service to the community. The County's Leon Works Program which connects low-income youth and those with employment barriers to trades and skilled careers is just one community partnership initiative designed to ensure a diverse pool of skilled workers are available to meet the growing industry demand and advance economic equity.

GARE has 237 member governments, including PBCS and the City of Gainesville, representing various levels of state, city and county government. Its membership is predominately comprised of city governments with only 47 (20%) representing a county or county department. The GARE organization has a staff of 12 employees including five (5) regional project managers to support its member jurisdictions in the United States and two in Canada. Members have access to racial equity training and organizational development tools through workshops, training on specific topics and extended learning curricula. Additional training in the use of the various tools is available, including a Racial Equity Toolkit to help build the organization's capacity to implement and/or enhance data-centric equity work. Should the Board approve membership, HSCP staff would begin by engaging UPHS and other CHSP agency representatives, GARE member organizations as well as GARE support team members to determine how to best utilize GARE's services and resources in the CHSP Program.

A few GARE members have incorporated some aspects of the Racial Equity Toolkit into their organization's internal processes. However, full implementation of the Racial Equity Toolkit can be extremely labor intensive, requires extensive training and may not be appropriate for all policy matters. For Leon County, portions of the Toolkit could be incorporated into existing data collection and analysis processes, as well as specific programs. For example, in addition to the CHSP Program, some elements of GARE's Racial Equity Toolkit could be useful when collecting empirical data through the Leon County LEADS Listening Sessions and the environmental scan used in developing the Board's Five-Year Strategic Plan. Although racial equity tools may not be applicable to all County operations, the information collected during these community engagements may be helpful when considering the impact of some specific proposals or projects.

Each organization must determine how and where the racial equity tools are most applicable and what resources are needed to incorporate strategies that advance racial equity.

GARE's Racial Equity Toolkit is available without a membership (Attachment #2). The document outlines the major elements used to advance racial equity and sites examples of other jurisdictions' best practices in utilizing the racial equity tools. GARE membership would provide access to training and technical support, as well as structured opportunities to engage peer governments currently using the tools. The Racial Equity Toolkit is a data-driven process. Successful implementation relies upon data collection and analysis as well as measurable outcomes and an evaluation of the results. Because this process is labor intensive, some organizations have invested in resources to assist with data collection and analysis to support the effective use of the equity tools. For example, the City of Seattle and King County, Washington, established Communities Count, a public-private partnership that compiles relevant community datasets from multiple sources and provides data analysis training for employees. Both local governments also hired staff to lead their organization's efforts to assist department apply the equity tools to a broad variety of program and policy issues. Examples of how these organizations have utilized GARE's Racial Equity Toolkit include the City of Seattle's Inclusive Outreach and Public Engagement Guide (Attachment #3) and King County's Equity Impact Awareness Tool for COVID-19 (Attachment #4).

Conclusion

In conclusion, GARE membership provides training and resources to governments committed to advancing equity for all citizens. The GARE model focuses on racial equity based on the negative effects of historical laws and policies. Leon County has advanced and continues to promote equity within the organization and in the community through many of its policies, practices and programs. However, achieving racial and economic equity requires an approach that includes cross-sector partnerships between government(s) and the community.

The CHSP Program is a partnership between Leon County and the City of Tallahassee that was established to address equity gaps by providing access to human services for community residents in need. A GARE membership would support these ongoing efforts by making additional tools and resources available to further equity building activities such as ensuring the current human services delivery model is able to address the human services needs of a diverse community. As noted previously, UPHS has initiated steps to strengthen the internal infrastructure of its member organizations by creating a taskforce that will develop operational guidelines that support diversity, equity and inclusion within their respective agencies. A GARE membership would provide an opportunity to incorporate equity best practices into the CHSP Program and compliment the work UPHS is currently doing for its members. In addition, some elements of the GARE Racial Equity Toolkit might also be useful in the County's biennial LEADS Listening Sessions and the environmental scan used in developing the Board's Five-Year Strategic Plan.

Should the Board wish to proceed, this item recommends authorization to join GARE as an associate member through the Office of Human Services and Community Partnerships for the purpose of identifying resources, such as the Racial Equity Tool Kit, that could enhance equity in the services provided through the CHSP Program. Working with UPHS and other CHSP agencies, an evaluation will be conducted to determine how best to incorporate GARE's Racial Equity

Toolkit or other resources into the CHSP Program. Subsequently, a plan for the use of GARE's Racial Equity Toolkit will be presented for the Board's consideration prior to the start of the FY2023-2024 CHSP funding cycle.

Options

1. Approve County membership in the Government Alliance on Race and Equity organization.
2. Authorize the use of contingency funds in the amount of \$2,000 to pay the initial cost for the GARE membership and approve the associated Budget Amendment Request.
3. Do not approve County membership in the Government Alliance on Race and Equity organization.
4. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Budget Amendment Request for GARE Membership
2. Racial Equity Toolkit – An Opportunity to Operationalize Equity
3. City of Seattle's Inclusive Outreach and Public Engagement Guide (Rev. 01/11/12)
4. King County's Equity Impact Awareness Tool for COVID-19

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2020/2021; 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 17th day of November, 2020.

LEON COUNTY, FLORIDA

By: _____
Chair
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: _____

FISCAL YEAR 2020/2021 BUDGET AMENDMENT REQUEST

No: BAB21005
Date: 11/3/2020

Agenda Item No: _____
Agenda Item Date: 11/17/2020

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail

Revenues

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

Expenditures

<i>Fund</i>	<i>Org</i>	<i>Account Information</i> <i>Acct Prog</i>	<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
001	990	59900 599	General Fund Contingency	175,000	(2,000)	173,000
001	820	58200 519	Aid to Private Organizations	37,000	2,000	39,000
				Subtotal:	-	

Purpose of Request

This amendment appropriates \$2,000 from the General Fund Contingency for membership to the Government Alliance of Race and Equity (GARE) organization which promotes racial equity by providing resources and services to a network of state and local governments to help advance equity in their organization and community.

Division/Department
2503/25

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒

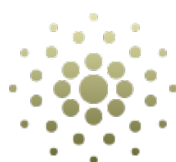
Motion ☐

Administrator ☐

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Racial Equity Toolkit

An Opportunity to Operationalize Equity



LOCAL AND REGIONAL
GOVERNMENT ALLIANCE ON
RACE & EQUITY



LOCAL AND REGIONAL
**GOVERNMENT ALLIANCE ON
RACE & EQUITY**

This toolkit is published by the
Government Alliance on Race and Equity,
a national network of government working to
achieve racial equity and advance opportunities for all.

AUTHORS

Julie Nelson, Director, Government Alliance on Race and Equity
Lisa Brooks, University of Washington School of Social Work

COPYEDITING

Ebonye Gussine Wilkins, Haas Institute

LAYOUT/PRODUCTION

Ebonye Gussine Wilkins and Rachelle Galloway-Popotas,
Haas Institute for a Fair and Inclusive Society

CONTACT INFO

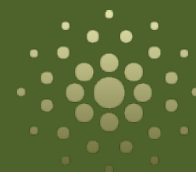
Julie Nelson
jnelson@thecsi.org
206-816-5104

GARE IS A JOINT PROJECT OF



RACIALEQUITYALLIANCE.ORG

ABOUT THE GOVERNMENT ALLIANCE ON RACE & EQUITY



The Government Alliance on Race and Equity (GARE) is a national network of government working to achieve racial equity and advance opportunities for all. Across the country, governmental jurisdictions are:

- making a commitment to achieving racial equity;
- focusing on the power and influence of their own institutions; and,
- working in partnership with others.

When this occurs, significant leverage and expansion opportunities emerge, setting the stage for the achievement of racial equity in our communities.

GARE provides a multi-layered approach for maximum impact by:

- supporting jurisdictions that are at the forefront of work to achieve racial equity. A few jurisdictions have already done substantive work and are poised to be a model for others. Supporting and providing best practices, tools and resources is helping to build and sustain current efforts and build a national movement for racial equity;
- developing a “pathway for entry” into racial equity work for new jurisdictions from across the country. Many jurisdictions lack the leadership and/or infrastructure to address issues of racial inequity. Using the learnings and resources from jurisdictions at the forefront will create pathways for the increased engagement of more jurisdictions; and,
- supporting and building local and regional collaborations that are broadly inclusive and focused on achieving racial equity. To eliminate racial inequities in our communities, developing a “collective impact” approach firmly grounded in inclusion and equity is necessary. Government can play a key role in collaborations for achieving racial equity, centering community, and leveraging institutional partnerships.

To find out more about GARE, visit www.racialequityalliance.org.

TOOLKIT

Racial Equity Toolkit: An Opportunity to Operationalize Equity

Government
Alliance on
Race and Equity

I. What is a Racial Equity Tool?

Racial equity tools are designed to integrate explicit consideration of racial equity in decisions, including policies, practices, programs, and budgets. It is both a product and a process. Use of a racial equity tool can help to develop strategies and actions that reduce racial inequities and improve success for all groups.

Too often, policies and programs are developed and implemented without thoughtful consideration of racial equity. When racial equity is not explicitly brought into operations and decision-making, racial inequities are likely to be perpetuated. Racial equity tools provide a structure for institutionalizing the consideration of racial equity.

A racial equity tool:

- proactively seeks to eliminate racial inequities and advance equity;
- identifies clear goals, objectives and measurable outcomes;
- engages community in decision-making processes;
- identifies who will benefit or be burdened by a given decision, examines potential unintended consequences of a decision, and develops strategies to advance racial equity and mitigate unintended negative consequences; and,
- develops mechanisms for successful implementation and evaluation of impact.

Use of a racial equity tool is an important step to operationalizing equity. However, it is not sufficient by itself. We must have a much broader vision of the transformation of government in order to advance racial equity. To transform government, we must normalize conversations about race, operationalize new behaviors and policies, and organize to achieve racial equity.

For more information on the work of government to advance racial equity, check out GARE's "Advancing Racial Equity and Transforming Government: A Resource Guide for Putting Ideas into Action" on our website. The Resource Guide provides a comprehensive and holistic approach to advancing racial equity within government. In addition, an overview of key racial equity definitions is contained in Appendix A.

II. Why should government use this Racial Equity Tool?

From the inception of our country, government at the local, regional, state, and federal level has played a role in creating and maintaining racial inequity. A wide range of laws and policies were passed, including everything from who could vote, who could be a citizen, who could own property, who was property, where one could live, whose land was whose and more. With the Civil Rights movement, laws and policies were passed that helped to create positive changes, including making acts of discrimination illegal. However, despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Racial inequities exist across all indicators for success, including in education, criminal justice, jobs, housing, public infrastructure, and health, regardless of region.

Many current inequities are sustained by historical legacies and structures and systems that repeat patterns of exclusion. Institutions and structures have continued to create and perpetuate inequities, despite the lack of explicit intention. Without intentional intervention, institutions and structures will continue to perpetuate racial inequities. Government has the ability to implement policy change at multiple levels and across multiple sectors to drive larger systemic change. Routine use of a racial equity tool explicitly integrates racial equity into governmental operations.

Local and regional governmental jurisdictions that are a part of the GARE are using a racial equity tool. Some, such as the city of Seattle in Washington, Multnomah County in Oregon, and

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the city of Madison in Wisconsin have been doing so for many years:

- The Seattle Race and Social Justice Initiative (RSJI) is a citywide effort to end institutionalized racism and race-based disparities in City government. The Initiative was launched in 2004. RSJI includes training to all City employees, annual work plans, and change teams in every city department. RSJI first started using its Racial Equity Tool during the budget process in 2007. The following year, in recognition of the fact that the budget process was just the “tip of the ice berg,” use of the tool was expanded to be used in policy and program decisions. In 2009, Seattle City Council included the use of the Racial Equity Tool in budget, program and policy decisions, including review of existing programs and policies, in a resolution (Resolution 31164) affirming the City’s Race and Social Justice Initiative. In 2015, newly elected Mayor Ed Murray issued an Executive Order directing expanded use of the Racial Equity Tool, and requiring measurable outcomes and greater accountability.

See Appendix B for examples of how Seattle has used its Racial Equity Tool, including legislation that offers protections for women who are breastfeeding and use of criminal background checks in employment decisions.

Multnomah County’s Equity and Empowerment Lens is used to improve planning, decision-making, and resource allocation leading to more racially equitable policies and programs. At its core, it is a set of principles, reflective questions, and processes that focuses at the individual, institutional, and systemic levels by:

- deconstructing what is not working around racial equity;
- reconstructing and supporting what is working;
- shifting the way we make decisions and think about this work; and,
- healing and transforming our structures, our environments, and ourselves.

Numerous Multnomah County departments have made commitments to utilizing the Lens, including a health department administrative policy and within strategic plans of specific departments. Tools within the Lens are used both to provide analysis and to train employers and partners on how Multnomah County conducts equity analysis.

Madison, Wisconsin is implementing a racial equity tool, including both a short version and a more in-depth analysis. See Appendix D for a list of the types of projects on which the city of Madison has used their racial equity tool.

For jurisdictions that are considering implementation of a racial equity tool, these jurisdictions examples are powerful. Other great examples of racial equity tools are from the Annie E. Casey Foundation and Race Forward.

In recognition of the similar ways in which institutional and structural racism have evolved across the country, GARE has developed this Toolkit that captures the field of practice and commonalities across tools. We encourage jurisdictions to begin using our Racial Equity Tool. Based on experience, customization can take place if needed to ensure that it is most relevant to local conditions. Otherwise, there is too great of a likelihood that there will be a significant investment of time, and potentially money, in a lengthy process of customization without experience. It is through the implementation and the experience of learning that leaders and staff will gain experience with use of a tool. After a pilot project trying out this tool, jurisdictions will have a better understanding of how and why it might make sense to customize a tool.

For examples of completed racial equity analyses, check out Appendix B and Appendix D, which includes two examples from the city of Seattle, as well as a list of the topics on which the city of Madison has used their racial equity tool.

Please note: In this Resource Guide, we include some data from reports that focused on whites and African Americans, but otherwise, provide data for all racial groups analyzed in the research. For consistency, we refer to African Americans and Latinos, although in some of the original research, these groups were referred to as Blacks and Hispanics.

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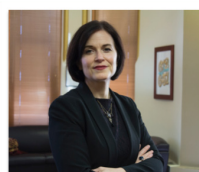
III. Who should use a racial equity tool?

A racial equity tool can be used at multiple levels, and in fact, doing so, will increase effectiveness.

- **Government staff:** The routine use of a racial equity tool by staff provides the opportunity to integrate racial equity across the breadth, meaning all governmental functions, and depth, meaning across hierarchy. For example, policy analysts integrating racial equity into policy development and implementation, and budget analysts integrating racial equity into budget proposals at the earliest possible phase, increases the likelihood of impact. Employees are the ones who know their jobs best and will be best equipped to integrate racial equity into practice and routine operations.
- **Elected officials:** Elected officials have the opportunity to use a racial equity tool to set broad priorities, bringing consistency between values and practice. When our elected officials are integrating racial equity into their jobs, it will be reflected in the priorities of the jurisdiction, in direction provided to department directors, and in the questions asked of staff. By asking simple racial equity tool questions, such as “How does this decision help or hinder racial equity?” or “Who benefits from or is burdened by this decision?” on a routine basis, elected officials have the ability to put theory into action.
- **Community based organizations:** Community based organizations can ask questions of government about use of racial equity tool to ensure accountability. Elected officials and government staff should be easily able to describe the results of their use of a racial equity tool, and should make that information readily available to community members. In addition, community based organizations can use a similar or aligned racial equity tool within their own organizations to also advance racial equity.



Government staff



Elected officials



Community

IV. When should you use a racial equity tool?

The earlier you use a racial equity tool, the better. When racial equity is left off the table and not addressed until the last minute, the use of a racial equity tool is less likely to be fruitful. Using a racial equity tool early means that individual decisions can be aligned with organizational racial equity goals and desired outcomes. Using a racial equity tool more than once means that equity is incorporated throughout all phases, from development to implementation and evaluation.

V. The Racial Equity Tool

The Racial Equity Tool is a simple set of questions:

1. **Proposal:** What is the policy, program, practice or budget decision under consideration? What are the desired results and outcomes?
2. **Data:** What's the data? What does the data tell us?
3. **Community engagement:** How have communities been engaged? Are there opportunities to expand engagement?
4. **Analysis and strategies:** Who will benefit from or be burdened by your proposal? What are your strategies for advancing racial equity or mitigating unintended consequences?
5. **Implementation:** What is your plan for implementation?

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6. **Accountability and communication:** How will you ensure accountability, communicate, and evaluate results?

The following sections provide a description of the overall questions. Once you are ready to jump into action, please check out the worksheet that can be found in Appendix C.

STEP #1

What is your proposal and the desired results and outcomes?

While it might sound obvious, having a clear description of the policy, program, practice, or budget decision (for the sake of brevity, we refer to this as a “proposal” in the remainder of these steps) at hand is critical.

We should also be vigilant in our focus on impact.

The terminology for results and outcomes is informed by our relationship with Results Based Accountability™. This approach to measurement clearly delineates between community conditions / population accountability and performance accountability / outcomes. These levels share a common systematic approach to measurement. This approach emphasizes the importance of beginning with a focus on the desired “end” condition.

- Results are at the community level are the end conditions we are aiming to impact. Community indicators are the means by which we can measure impact in the community. Community indicators should be disaggregated by race.
- Outcomes are at the jurisdiction, department, or program level. Appropriate performance measures allow monitoring of the success of implementation of actions that have a reasonable chance of influencing indicators and contributing to results. Performance measures respond to three different levels:
 - a. Quantity—how much did we do?
 - b. Quality—how well did we do it?
 - c. Is anyone better off?

We encourage you to be clear about the desired end conditions in the community and to emphasize those areas where you have the most direct influence. When you align community indicators, government strategies, and performance measures, you maximize the likelihood for impact. To ultimately impact community conditions, government must partner with other institutions and the community.

You should be able to answer the following questions:

1. Describe the policy, program, practice, or budget decision under consideration?
2. What are the intended results (in the community) and outcomes (within your organization)?
3. What does this proposal have an ability to impact?
 - Children and youth
 - Community engagement
 - Contracting equity
 - Criminal justice
 - Economic development
 - Education
 - Environment
 - Food access and affordability
 - Government practices
 - Health
 - Housing
 - Human services
 - Jobs
 - Planning and development
 - Transportation
 - Utilities
 - Workforce equity

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STEP #2

What's the data? What does the data tell us?

Measurement matters. When organizations are committed to racial equity, it is not just an aspiration, but there is a clear understanding of racial inequities, and strategies and actions are developed and implemented that align between community conditions, strategies, and actions. Using data appropriately will allow you to assess whether you are achieving desired impacts.

Too often data might be available, but is not actually used to inform strategies and track results. The enormity of racial inequities can sometimes feel overwhelming. For us to have impact in the community, we must partner with others for cumulative impact. The work of government to advance racial equity is necessary, but not sufficient. Nevertheless, alignment and clarity will increase potential impact. We must use data at both levels; that is data that clearly states 1) community indicators and desired results, and 2) our specific program or policy outcomes and performance measures.

Performance measures allow monitoring of the success of implementation of actions that have a reasonable chance of influencing indicators and contributing to results. As indicated in Step 1, performance measures respond to three different levels:

Quantity—how much did we do?

Quality—how well did we do it?

Is anyone better off?

Although measuring whether anyone is actually better off as a result of a decision is highly desired, we also know there are inherent measurement challenges. You should assess and collect the best types of performance measures so that you are able to track your progress.

In analyzing data, you should think not only about quantitative data, but also qualitative data. Remember that sometimes missing data can speak to the fact that certain communities, issues or inequities have historically been overlooked. Sometimes data sets treat communities as a monolithic group without respect to subpopulations with differing socioeconomic and cultural experience. Using this data could perpetuate historic inequities. Using the knowledge and expertise of a diverse set of voices, along with quantitative data is necessary (see Step #3).

You should be able to answer the following questions about data:

1. Will the proposal have impacts in specific geographic areas (neighborhoods, areas, or regions)? What are the racial demographics of those living in the area?
2. What does population level data tell you about existing racial inequities? What does it tell you about root causes or factors influencing racial inequities?
3. What performance level data do you have available for your proposal? This should include data associated with existing programs or policies.
4. Are there data gaps? What additional data would be helpful in analyzing the proposal? If so, how can you obtain better data?

Data Resources

Federal

- **American FactFinder:** The US Census Bureau's main site for online access to population, housing, economic and geographic data. <http://factfinder.census.gov>
- **US Census Quick Facts:** <http://quickfacts.census.gov/qfd/index.html>
- **Center for Disease Control (CDC)** <http://wonder.cdc.gov>

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State

- **American FactFinder** and the **US Census** website also have state data.
<http://factfinder.census.gov>
- Other sources of data vary by state. Many states offer data through the Office of Financial Management. Other places to find data include specific departments and divisions.

Local

- **American FactFinder** and the **US Census** website also have local data.
<http://factfinder.census.gov>
- Many jurisdictions have lots of city and county data available. Other places to find data include specific departments and divisions, service providers, community partners, and research literature.

STEP #3

How have communities been engaged?

Are there opportunities to expand engagement?

It is not enough to consult data or literature to assume how a proposal might impact a community. Involving communities impacted by a topic, engaging community throughout all phases of a project, and maintaining clear and transparent communication as the policy or program is implemented will help produce more racially equitable results.

It is especially critical to engage communities of color. Due to the historical reality of the role of government in creating and maintaining racial inequities, it is not surprising that communities of color do not always have much trust in government. In addition, there is a likelihood that other barriers exist, such as language, perception of being welcome, and lack of public transportation, or childcare. For communities with limited English language skills, appropriate language materials and translation must be provided.

Government sometimes has legal requirements on the holding of public meetings. These are often structured as public hearings, with a limited time for each person to speak and little opportunity for interaction. It is important to go beyond these minimum requirements by using community meetings, focus groups, and consultations with commissions, advisory boards, and community-based organizations. A few suggestions that are helpful:

- When you use smaller groups to feed into a larger process, be transparent about the recommendations and/or thoughts that come out of the small groups (e.g. Have a list of all the groups you met with and a summary of the recommendations from each. That way you have documentation of what came up in each one, and it is easier to demonstrate the process).
- When you use large group meetings, provide a mix of different ways for people to engage, such as the hand-held voting devices, written comments that you collect, small groups, etc. It is typical, both because of structure and process, for large group discussions to lead to the participation of fewer voices. Another approach is to use dyads where people “interview” each other, and then report on what their partner shared. Sometimes people are more comfortable sharing other people’s information.
- Use trusted advocates/outreach and engagement liaisons to collect information from communities that you know are typically underrepresented in public processes. Again, sharing and reporting that information in a transparent way allows you to share it with

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others. For communities that have concerns about documentation status and interaction with government in general, this can be a particularly useful strategy.

Here are a few examples of good resources for community engagement:

- The City of Seattle Inclusive Outreach and Public Engagement Guide
- The City of Portland's Public Engagement Guide

You should be able to answer the following questions about community engagement and involving stakeholders:

1. Who are the most affected community members who are concerned with or have experience related to this proposal? How have you involved these community members in the development of this proposal?
2. What has your engagement process told you about the burdens or benefits for different groups?
3. What has your engagement process told you about the factors that produce or perpetuate racial inequity related to this proposal?

STEP #4

Who benefits from or will be burdened by your proposal? What are your strategies for advancing racial equity or mitigating unintended consequences?

Based on your data and stakeholder input, you should step back and assess your proposal and think about complementary strategies that will help to advance racial equity.

Governmental decisions are often complex and nuanced with both intended and unintended impacts. For example, when cities and counties face the necessity of making budget cuts due to revenue shortfalls, the goal is to balance the budget and the unintended consequence is that people and communities suffer the consequences of cut programs. In a situation like this, it is important to explicitly consider the unintended consequences so that impacts can be mitigated to the maximum extent possible.

We often tend to view policies, programs, or practices in isolation. Because racial inequities are perpetuated through systems and structures, it is important to also think about complementary approaches that will provide additional leverage to maximize the impact on racial inequity in the community. Expanding your proposal to integrate policy and program strategies and broad partnerships will help to increase the likelihood of community impact. Here are some examples:

- Many excellent programs have been developed or are being supported through health programs and social services. Good programs and services should continue to be supported, however, programs will never be sufficient to ultimately achieve racial equity in the community. If you are working on a program, think about policy and practice changes that can decrease the need for programs.
- Many jurisdictions have passed “Ban-the-Box” legislation, putting limitations on the use of criminal background checks in employment and/or housing decisions. While this is a policy that is designed to increase the likelihood of success for people coming out of incarceration, it is not a singular solution to racial inequities in the criminal justice system. To advance racial equity in the criminal justice system, we need comprehensive strategies that build upon good programs, policies, and partnerships.

You should be able to answer the following questions about strategies to advance racial equity:

1. Given what you have learned from the data and stakeholder involvement, how will the

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proposal increase or decrease racial equity? Who would benefit from or be burdened by your proposal?

2. What are potential unintended consequences? What are the ways in which your proposal could be modified to enhance positive impacts or reduce negative impacts?
3. Are there complementary strategies that you can implement? What are ways in which existing partnerships could be strengthened to maximize impact in the community? How will you partner with stakeholders for long-term positive change?
4. Are the impacts aligned with the your community outcomes defined in Step #1?

STEP #5

What is your plan for implementation?

Now that you know what the unintended consequences, benefits, and impacts of the proposal and have developed strategies to mitigate unintended consequences or expand impact, it is important to focus on thoughtful implementation.

You should be able to answer the following about implementation:

1. Describe your plan for implementation.
2. Is your plan:
 - realistic?
 - adequately funded?
 - adequately resourced with personnel?;
 - adequately resourced with mechanisms to ensure successful implementation and enforcement?
 - adequately resourced to ensure on-going data collection, public reporting, and community engagement?

If the answer to any of these questions is no, what resources or actions are needed?

STEP #6

How will you ensure accountability, communicate, and evaluate results?

Just as data was critical in analyzing potential impacts of the program or policy, data will be important in seeing whether the program or policy has worked. Developing mechanisms for collecting data and evaluating progress will help measure whether racial equity is being advanced.

Accountability entails putting processes, policies, and leadership in place to ensure that program plans, evaluation recommendations, and actions leading to the identification and elimination of root causes of inequities are actually implemented.

How you communicate about your racial equity proposal is also important for your success. Poor communication about race can trigger implicit bias or perpetuate stereotypes, often times unintentionally. Use a communications tool, such as the Center for Social Inclusion's [Talking About Race Right Toolkit](#) to develop messages and a communications strategy.

Racial equity tools should be used on an ongoing basis. Using a racial equity tool at different phases of a project will allow new opportunities for advancing racial equity to be identified and implemented. Evaluating results means that you will be able to make any adjustments to maximize impact.

You should be able to answer the following questions about accountability and implementation:

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1. How will impacts be documented and evaluated? Are you achieving the anticipated outcomes? Are you having impact in the community?
2. What are your messages and communication strategies that are will help advance racial equity?
3. How will you continue to partner and deepen relationships with communities to make sure your work to advance racial equity is working and sustainable for the long haul?

VI. What if you don't have enough time?

The reality of working in government is that there are often unanticipated priorities that are sometimes inserted on a fast track. While it is often tempting to say that there is insufficient time to do a full and complete application of a racial equity tool, it is important to acknowledge that even with a short time frame, asking a few questions relating to racial equity can have a meaningful impact. We suggest that the following questions should be answered for “quick turn around” decisions:

- What are the racial equity impacts of this particular decision?
- Who will benefit from or be burdened by the particular decision?
- Are there strategies to mitigate the unintended consequences?

VII. How can you address barriers to successful implementation?

You may have heard the phrase, “the system is perfectly designed to get the outcomes it does.” For us to get to racially equitable outcomes, we need to work at the institutional and structural levels. As a part of institutions and systems, it is often a challenge to re-design systems, let alone our own individual jobs. One of the biggest challenges is often a skills gap. Use of a racial equity tool requires skill and competency, so it will be important for jurisdictions to provide training, mentoring, and support for managers and staff who are using the tool. GARE has a training curriculum that supports this Toolkit, as well as a “train-the-trainer” program to increase the capacity of racial equity advocates using the Toolkit.

Other barriers to implementation that some jurisdictions have experienced include:

- a lack of support from leadership;
- a tool being used in isolation;
- a lack of support for implementing changes; and,
- perfection (which can be the enemy of good).

Strategies for addressing these barriers include:

- building the capacity of racial equity teams. Training is not just to cultivate skills for individual employees, but is also to build the skill of teams to create support for group implementation and to create a learning culture;
- systematizing the use of the Racial Equity Tool. If the Racial Equity Tool is integrated into routine operations, such as budget proposal forms or policy briefing forms, then management and staff will know that it is an important priority;
- recognizing complexity. In most cases, public policy decisions are complex, and there are numerous pros, cons and trade-offs to be considered. When the Racial Equity Tool is used on an iterative basis, complex nuances can be addressed over time; and,

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- maintaining accountability. Build the expectation that managers and directors routinely use the Racial Equity Tool into job descriptions or performance agreements.

Institutionalizing use of a racial equity tool provides the opportunity to develop thoughtful, realistic strategies and timelines that advance racial equity and help to build long-term commitment and momentum.

VIII. How does use of a racial equity tool fit with other racial equity strategies?

Using a racial equity tool is an important step to operationalizing equity. However, it is not sufficient by itself. We must have a much broader vision of the transformation of government in order to advance racial equity. To transform government, we must normalize conversations about race, operationalize new behaviors and policies, and organize to achieve racial equity.

GARE is seeing more and more jurisdictions that are making a commitment to achieving racial equity, by focusing on the power and influence of their own institutions, and working in partnership across sectors and with the community to maximize impact. We urge you to join with others on this work. If you are interested in using a racial equity tool and/or joining local and regional government from across the country to advance racial equity, please let us know.

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APPENDIX A

Glossary of Frequently Used Terms

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Bias

Prejudice toward one group and its members relative to another group.

Community Indicator

The means by which we can measure socioeconomic conditions in the community. All community indicators should be disaggregated by race, if possible.

Contracting Equity

Investments in contracting, consulting, and procurement should benefit the communities a jurisdiction serves, proportionate to the jurisdictions demographics.

Equity Result

The condition we aim to achieve in the community.

Explicit Bias

Biases that people are aware of and that operate consciously. They are expressed directly.

Implicit Bias

Biases people are usually unaware of and that operate at the subconscious level. Implicit bias is usually expressed indirectly.

Individual Racism

Pre-judgment, bias, or discrimination based on race by an individual.

Institutional Racism

Policies, practices, and procedures that work better for white people than for people of color, often unintentionally.

Performance Measure

Performance measures are at the county, department, or program level. Appropriate performance measures allow monitoring of the success of implementation of actions that have a reasonable chance of influencing indicators and contributing to results. Performance measures respond to three different levels: 1) Quantity—how much did we do?; 2) Quality—how well did we do it?; and 3) Is anyone better off? A mix of these types of performance measures is contained within the recommendations.

Racial Equity

Race can no longer be used to predict life outcomes and outcomes for all groups are improved.

Racial Inequity

Race can be used to predict life outcomes, e.g., disproportionality in education (high school graduation rates), jobs (unemployment rate), criminal justice (arrest and incarceration rates), etc.

Structural Racism

A history and current reality of institutional racism across all institutions, combining to create a system that negatively impacts communities of color.

Workforce Equity

The workforce of a jurisdiction reflects the diversity of its residents, including across the breadth (functions and departments) and depth (hierarchy) of government.

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City of Seattle Racial Equity Toolkit

On the following pages you will find an excerpt of the racial equity tool used by the City of Seattle as an example of what such tools can look like in practice. As discussed in Section 3 of the Resource Guide, the Seattle City Council passed an ordinance in 2009 that directed all City departments to use the Racial Equity Toolkit, including in all budget proposals made to the Budget Office. This directive was reaffirmed by an executive order of Mayor Ed Murray in 2014.

The Racial Equity Tool is an analysis applied to City of Seattle's policies, programs, and budget decisions. The City of Seattle has been applying the Racial Equity Toolkit for many years but as the City's Race and Social Justice Initiative (RSJI) becomes increasingly operationalized, the expectation and accountabilities relating to its use are increasing. In 2015, Mayor Murray required departments to carry out four uses of the toolkit annually. This will also become a part of performance measures for department heads.

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Racial Equity Toolkit

to Assess Policies, Initiatives, Programs, and Budget Issues



RACE & SOCIAL JUSTICE
INITIATIVE

The vision of the Seattle Race and Social Justice Initiative is to eliminate racial inequity in the community. To do this requires ending [individual racism](#), [institutional racism](#) and [structural racism](#). The Racial Equity Toolkit lays out a process and a set of questions to guide the development, implementation and evaluation of policies, initiatives, programs, and budget issues to address the impacts on racial equity.

When Do I Use This Toolkit?

Early. Apply the toolkit early for alignment with departmental racial equity goals and desired outcomes.

How Do I Use This Toolkit?

With Inclusion. The analysis should be completed by people with different racial perspectives.

Step by step. The Racial Equity Analysis is made up of six steps from beginning to completion:



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Racial Equity Toolkit Assessment Worksheet

Title of policy, initiative, program, budget issue: _____

Description: _____

Department: _____ Contact: _____

☐ Policy ☐ Initiative ☐ Program ☐ Budget Issue

Step 1. Set Outcomes.

1a. What does your department define as the most important racially equitable **community outcomes** related to the issue? (Response should be completed by department leadership in consultation with RSJI Executive Sponsor, Change Team Leads and Change Team. Resources on p.4)

1b. Which racial equity **opportunity area(s)** will the issue primarily impact?

- ☐ Education
- ☐ Community Development
- ☐ Health
- ☐ Environment

- ☐ Criminal Justice
- ☐ Jobs
- ☐ Housing

1c. Are there impacts on:

- ☐ Contracting Equity
- ☐ Workforce Equity

- ☐ Immigrant and Refugee Access to Services
- ☐ Inclusive Outreach and Public Engagement

Please describe:

Step 2. Involve stakeholders. Analyze data.

2a. Are there impacts on geographic areas? ☐ Yes ☐ No

Check all neighborhoods that apply (see map on p.5):

- ☐ All Seattle neighborhoods
- ☐ Ballard
- ☐ North
- ☐ NE
- ☐ Central

- ☐ Lake Union
- ☐ Southwest
- ☐ Southeast
- ☐ Delridge
- ☐ Greater Duwamish

- ☐ East District
- ☐ King County (outside Seattle)
- ☐ Outside King County

Please describe:

2b. What are the racial demographics of those living in the area or impacted by the issue?

(See Stakeholder and Data Resources p. 5 and 6)

2c. How have you involved community members and **stakeholders**? (See p.5 for questions to ask community/staff at this point in the process to ensure their concerns and expertise are part of analysis.)

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2d. What does data and your conversations with [stakeholders](#) tell you about existing racial inequities that influence people's lives and should be taken into consideration? (See Data Resources on p. 6. [King County Opportunity Maps](#) are good resource for information based on geography, race, and income.)

2e. What are the root causes or factors creating these racial inequities?

Examples: Bias in process; Lack of access or barriers; Lack of racially inclusive engagement

Step 3. Determine Benefit and/or Burden.

Given what you have learned from data and from stakeholder involvement...

3. How will the policy, initiative, program, or budget issue increase or decrease racial equity? What are potential unintended consequences? What benefits may result? Are the impacts aligned with your department's community outcomes that were defined in Step 1?

Step 4. Advance Opportunity or Minimize Harm.

4. How will you address the impacts (including unintended consequences) on racial equity? What strategies address immediate impacts? What strategies address root causes of inequity listed in Q.6? How will you partner with stakeholders for long-term positive change? If impacts are not aligned with desired community outcomes, how will you re-align your work?

Program Strategies? _____

Policy Strategies? _____

Partnership Strategies? _____

Step 5. Evaluate. Raise Racial Awareness. Be Accountable.

5a. How will you evaluate and be [accountable](#)? How will you evaluate and report impacts on racial equity over time? What is your goal and timeline for eliminating racial inequity? How will you retain stakeholder participation and ensure internal and public accountability? How will you raise awareness about racial inequity related to this issue?

5b. What is unresolved? What resources/partnerships do you still need to make changes?

Step 6. Report Back.

Share analysis and report responses from Q.5a. and Q.5b. with Department Leadership and Change Team Leads and members involved in Step 1.

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Creating Effective Community Outcomes

Outcome = the result that you seek to achieve through your actions.

Racially equitable community outcomes = the specific result you are seeking to achieve that advances racial equity in the community.

When creating outcomes think about:

- What are the greatest opportunities for creating change in the next year?
- What strengths does the department have that it can build on?
- What challenges, if met, will help move the department closer to racial equity goals?

Keep in mind that the City is committed to creating racial equity in seven key opportunity areas: **Education, Community Development, Health, Criminal Justice, Jobs, Housing, and the Environment.**

Examples of community outcomes that increase racial equity:

OUTCOME	OPPORTUNITY AREA
Increase transit and pedestrian mobility options in communities of color.	Community Development
Decrease racial disparity in the unemployment rate.	Jobs
Ensure greater access to technology by communities of color.	Community Development, Education, Jobs
Improve access to community center programs for immigrants, refugees and communities of color.	Health, Community Development
Communities of color are represented in the City's outreach activities.	Education, Community Development, Health, Jobs, Housing, Criminal Justice, Environment
The racial diversity of the Seattle community is reflected in the City's workforce across positions.	Jobs
Access to City contracts for Minority Business Enterprises is increased.	Jobs
Decrease racial disparity in high school graduation rates	Education

Additional Resources:

- RSJI Departmental Work Plan: <http://inweb/rsji/departments.htm>
- Department Performance Expectations: <http://web1.seattle.gov/DPETS/DPETSWEBHome.aspx>
- Mayoral Initiatives: <http://www.seattle.gov/mayor/issues/>

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Identifying Stakeholders + Listening to Communities of Color

Identify Stakeholders

Find out who are the **stakeholders** most affected by, concerned with, or have experience relating to the policy, program or initiative? Identify racial demographics of neighborhood or those impacted by issue. (See *District Profiles* in the [Inclusive Outreach and Public Engagement Guide](#) or refer to U.S. Census information on p.7)

Once you have identified your stakeholders

Involve them in the issue.

Describe how historically underrepresented community stakeholders can take a leadership role in this policy, program, initiative or budget issue.

Listen to the community. Ask:

1. What do we need to know about this issue? How will the policy, program, initiative or budget issue burden or benefit the community? (*concerns, facts, potential impacts*)
2. What factors produce or perpetuate racial inequity related to this issue?
3. What are ways to minimize any negative impacts (harm to communities of color, increased racial disparities, etc) that may result? What opportunities exist for increasing racial equity?

Tip: Gather Community Input Through...

- Community meetings
- Focus groups
- Consulting with City commissions and advisory boards
- Consulting with Change Team



Examples of what this step looks like in practice:

- A reduction of hours at a community center includes conversations with those who use the community center as well as staff who work there.
- Before implementing a new penalty fee, people from the demographic most represented in those fined are surveyed to learn the best ways to minimize negative impacts.

For resources on how to engage stakeholders in your work see the **Inclusive Outreach and Public Engagement Guide**: <http://inweb1/neighborhoods/outreachguide/>

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Racial Equity Tool Worksheet

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Step #1

What is your proposal and the desired results and outcomes?

1. Describe the policy, program, practice, or budget decision (for the sake of brevity, we refer to this as a “proposal” in the remainder of these steps)
2. What are the intended results (in the community) and outcomes (within your own organization)?
3. What does this proposal have an ability to impact?

Children and youth	Health
Community engagement	Housing
Contracting equity	Human services
Criminal justice	Jobs
Economic development	Parks and recreation
Education	Planning / development
Environment	Transportation
Food access and affordability	Utilities
Government practices	Workforce equity
Other _____	

Step #2

What's the data? What does the data tell us?

1. Will the proposal have impacts in specific geographic areas (neighborhoods, areas, or regions)? What are the racial demographics of those living in the area?
2. What does population level data, including quantitative and qualitative data, tell you about existing racial inequities? What does it tell you about root causes or factors influencing racial inequities?
3. What performance level data do you have available for your proposal? This should include data associated with existing programs or policies.
4. Are there data gaps? What additional data would be helpful in analyzing the proposal? If so, how can you obtain better data?

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Step #3

How have communities been engaged? Are there opportunities to expand engagement?

1. Who are the most affected community members who are concerned with or have experience related to this proposal? How have you involved these community members in the development of this proposal?
2. What has your engagement process told you about the burdens or benefits for different groups?
3. What has your engagement process told you about the factors that produce or perpetuate racial inequity related to this proposal?

Step #4

What are your strategies for advancing racial equity?

1. Given what you have learned from research and stakeholder involvement, how will the proposal increase or decrease racial equity? Who would benefit from or be burdened by your proposal?
2. What are potential unintended consequences? What are the ways in which your proposal could be modified to enhance positive impacts or reduce negative impacts?
3. Are there complementary strategies that you can implement? What are ways in which existing partnerships could be strengthened to maximize impact in the community? How will you partner with stakeholders for long-term positive change?
4. Are the impacts aligned with your community outcomes defined in Step #1?

Step #5

What is your plan for implementation?

1. Describe your plan for implementation.
2. Is your plan:
 - Realistic?
 - Adequately funded?
 - Adequately resourced with personnel?
 - Adequately resources with mechanisms to ensure successful implementation and enforcement?
 - Adequately resourced to ensure on-going data collection, public reporting, and community engagement?

If the answer to any of these questions is no, what resources or actions are needed?

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Step #6

How will you ensure accountability, communicate, and evaluate results?

1. How will impacts be documented and evaluated? Are you achieving the anticipated outcomes? Are you having impact in the community?
2. What are your messages and communication strategies that will help advance racial equity?
3. How will you continue to partner and deepen relationships with communities to make sure your work to advance racial equity is working and sustainable for the long-haul?

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Applications of a Racial Equity Tool
in Madison, WI

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Agency/ Organization	Project	Tool(s) Used	Purpose & Outcomes (if applicable)
Clerk's Office	2015–2016 work plan	Equity & Empowerment Lens (Mult. Co.)	Adopted new mission, vision, work plan, and evaluation plan with racial equity goals
Streets Division	Analysis of neighborhood trash pickup	RESJI analysis (comprehensive)	Recommendations to adjust large item pickup schedule based on neighborhood & seasonal needs
Madison Out of School Time (MOST) Coalition	Strategic planning	RESJI analysis (fast-track)	Adopted strategic directions, including target populations, informed by racial equity analysis
Public Health Madison & Dane County	Dog breeding & licensing ordinance	RESJI analysis (comprehensive)	Accepted recommendation to table initial legislation & develop better policy through more inclusive outreach; updated policy adopted
Fire Department	Planning for new fire station	RESJI analysis (comprehensive)	Recommendations for advancing racial equity and inclusive community engagement; development scheduled for 2016–2017
Metro Transit	Succession planning for management hires	RESJI equitable hiring checklist	First woman of color promoted to Metro management position in over 20 years
Human Resources Department	2015 & 2016 work plans	RESJI analysis (fast-track & comprehensive)	2015 plan reflects staff input; 2016 work plan to include stakeholder input (est. 10/15)
Human Resources Department	City hiring process	RESJI analysis (comprehensive)	Human Resources 2015 racial equity report: http://racialequityalliance.org/2015/08/14/the-city-of-madison-2015-human-resources-equity-report-advancing-racial-equity-in-the-city-workforce/
Economic Development Division	Public Market District project	RESJI analysis (comprehensive)	10 recommendations proposed to Local Food Committee for incorporation into larger plan
Public Health Madison & Dane County	Strategic planning	RESJI analysis (fast-track)	Incorporation of staff & stakeholder input, racial equity priorities, to guide goals & objectives (est. 11/15)

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APPENDIX D: APPLICATIONS OF A RACIAL EQUITY TOOL IN MADISON, WI

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Agency/ Organization	Project	Tool(s) Used	Purpose & Outcomes (if applicable)
Planning, Community & Econ. Devel. Dept.	Judge Doyle Square development (public/private, TIF-funded)	RESJI analysis (fast-track); ongoing consultation	Highlight opportunities for advancement of racial equity; identify potential impacts & unintended consequences; document public-private development for lessons learned and best practices
Parks Division	Planning for accessible playground	TBD	Ensure full consideration of decisions as informed by community stakeholders, with a focus on communities of color and traditionally marginalized communities, including people with disabilities.
Fire Department	Updates to promotional processes	TBD	Offer fair and equitable opportunities for advancement (specifically Apparatus Engineer promotions)

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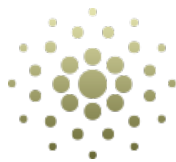
The Haas Institute for a Fair and Inclusive Society at the University of California, Berkeley brings together researchers, community stakeholders, policymakers, and communicators to identify and challenge the barriers to an inclusive, just, and sustainable society and create transformative change. The Institute serves as a national hub of a vibrant network of researchers and community partners and takes a leadership role in translating, communicating, and facilitating research, policy, and strategic engagement. The Haas Institute advances research and policy related to marginalized people while essentially touching all who benefit from a truly diverse, fair, and inclusive society.

HAASINSTITUTE.BERKELEY.EDU / 510.642.3011



The Center for Social Inclusion's mission is to catalyze grassroots community, government, and other institutions to dismantle structural racial inequity. We apply strategies and tools to transform our nation's policies, practices, and institutional culture in order to ensure equitable outcomes for all. As a national policy strategy organization, CSI works with community advocates, government, local experts, and national leaders to build shared analysis, create policy strategies that engage and build multi-generational, multi-sectoral, and multi-racial alliances, and craft strong communication narratives on how to talk about race effectively in order to shift public discourse to one of equity.

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LOCAL AND REGIONAL
GOVERNMENT ALLIANCE ON
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INCLUSIVE OUTREACH AND PUBLIC ENGAGEMENT GUIDE

“The Race and Social Justice Initiative is not a single project, but an ongoing commitment to a new way of doing business, of working to overcome institutional racism and create the kind of community where equity in opportunity exists for everyone.”

– Mayor Mike McGinn



April 2009 (Rev. 01/11/12)

Seattle Office for Civil Rights, 810 Third Avenue, Suite 750, Seattle, WA 98104, (206) 233-5199
seattle.gov/rsji

CONTENTS

The Inclusive Outreach and Public Engagement Guide is intended to be a practical guide and resource for all City staff. It is also the basis for Citywide training on Inclusive Public Engagement. *This Guide contains the following:*

1. **Overview** -- covers the Race and Social Justice Implications of Public Engagement.
2. **Six Essential Strategies for Inclusive Engagement** – covers cultural competency, and six essential strategies for inclusive public engagement (*content provided by Reach Out*).
3. **Quick Guide** – a quick look at key elements of effective and inclusive public engagement.
4. **Inclusive Public Engagement Plan Worksheet** – worksheet to use in developing an inclusive public involvement plan.
5. **Public Engagement Matrix** – covers the five types of engagement and the tools and activities for achieving them.
6. **Evaluation Template** – a sample outline for evaluating a public involvement process
7. **Glossary** – definitions of key terms and tools and techniques.
8. **Attachments** – Executive Order 05-08 on Inclusive Outreach and Public Engagement; City's Inclusive Public Engagement Policy; Outreach and Public Engagement Liaisons; Translation and Interpretation Policy

1. OVERVIEW

Inclusive Outreach and Public Engagement

In 2005, Mayor Nickels established the Race and Social Justice Initiative (RSJI). The mission of RSJI is to end institutionalized racism in City government and promote multiculturalism and full participation by all residents.

To this end, in 2008 Mayor Nickels released Executive Order 05-08 on Inclusive Outreach and Public Engagement that commits all City departments to developing and implementing outreach and public engagement processes inclusive of people of diverse races, cultures, gender identities, sexual orientations and socio-economic status. This policy is designed to increase access to information, resources and civic processes by people of color and immigrant and refugee communities through the implementation of racially and culturally inclusive outreach and public engagement processes. The Inclusive Outreach and Public Engagement Execution Order:

- A) Acknowledges the barriers that people of color and immigrant and refugee communities experience in accessing City government or participating in public process.
- B) Recognizes diversity as both a strength and opportunity.
- C) Affirms that a healthy democracy requires outreach and public engagement that takes into account our communities' racial, cultural, and socio-economic complexity.

Inclusive public engagement is about building strong and sustainable relationships and partnerships. One of the key components of making our public engagement processes responsive, inclusive and culturally appropriate is building the capacity of City staff to understand the implications of race, culture, and socio-economic status on public process. This guide is designed to provide City staff with the tools to:

- 1. Create effective public processes and forums with opportunities for communities of color to fully participate.
- 2. Identify the impacts of institutionalized racism and cultural complexity on public process.
- 3. Identify and use instruments that help select racially and culturally appropriate public processes.
- 4. Identify strategies to generate increased interest and involvement in the entire spectrum of government processes and services.
- 5. Identify and use culturally appropriate stakeholder and data analysis tools that recognize and utilize communities' cultural assets and knowledge.

2. INCLUSIVE ENGAGEMENT

THREE GUIDING PRINCIPLES

Enhance Relationships & Engagement:

There is a greater likelihood of engagement from underserved communities when organizations take steps to enhance their relationships with those populations. Creating trusting relationships, increasing accessibility to facilities and services, and providing diverse opportunities to become involved, are key actions that reflect on organizational attitudes and values about developing equitable and sustainable engagement.

Enrich Knowledge Gathering:

Strengthening connections with communities through knowledge gathering allows those constituents to play a key role in determining relevance and appropriateness of organizational programming. We must look beyond surveys as a means of gathering crucial data and feedback towards more personalized modes and means of this important task. In essence, exchanging information, rather than collecting it, provides an incentive for engaging in conversations and collaborations, as well as a greater sense of ownership in the outcome.

Embrace Organizational Change:

In order for community engagement to flourish, organizations (and individuals that represent those organizations) must be open to organizational changes that are responsive to community insight and allow for shared power between communities and the organizations that serve them. The process and results of increased community engagement must go beyond activities to involve more community members, but rather become a prominent organizational value that drives everyday decision-making processes.

Goals of Public Engagement

- ☐ Empower communities to make decisions for themselves
- ☐ Release the capacity and potential of communities
- ☐ Change relationships between service providers and communities

Racially and Culturally Appropriate Public Engagement Delivers Results

- ☐ Better quality and responsive services and better outcomes
- ☐ Reduction of inequalities and greater ownership
- ☐ A better understanding of why and how services need to change and develop

Challenges of Implementing Racially and Culturally Appropriate Public Engagement

- ☐ Relationship changes are time consuming
- ☐ Difficult to measure and undermine original power structure
- ☐ Conflict is inevitable

*Reference: Emmel and Conn (2004), Hudson, (1999), London Department of Health, (2002)

CULTURAL COMPETENCY CONTINUUM

What is the Continuum?

The cultural competency continuum represents a spectrum into which we can place behaviors, attitudes, policies, and practices. This is intended to be a dynamic tool, since there is always room for growth and development in individuals, organizations, and institutionalized policies and practices.

Why do we use the Ladder?

In assessing our capacity for cultural responsiveness, it is useful to have a tool that is focused on core ways to interpret the wide range of behaviors and attitudes that are expressed in the policies and practices of an organization. This tool provides the means to assess cultural relevance in current operational standards, as well as the framework to guide progression towards fully integrated institutionalization.

How can we use the Ladder to impact our work?

Issues stemming from race and other cultural matters are quite broad and varied. Individuals and organizations will find that they are quite knowledgeable and proficient in some aspects of cultural consideration, and yet, may neglect asking crucial questions in another area. For instance, we may be acutely aware of making focus group (or other) accommodations for the hearing impaired community, but may not have a cache of options to make public health programs accessible to the P'urhépechan community (an indigenous Central American group that relies heavily on oral communication - Spanish is not their native language). When we begin to consider our approach to engagement with this community, we can gauge why mainstream strategies will have a lower effectiveness and work from a more culturally responsive foundation. Ultimately, the more our work stems from relevant aspects of racial and cultural identity, the greater our chances for effective outcomes and increased engagement from that community.

Please Read

It is important to note that the examples in Blindness and Pre-Competence can be used as pieces in a more comprehensive approach to public engagement. It is intended that you use this ladder to consider alternate or additional strategies that reflect a culturally aware, multi-faceted approach to-wards more effective engagement.

CULTURAL COMPETENCE CONTINUUM

STAGE	CULTURAL DESTRUCTIVENESS	CULTURAL INCAPACITY	CULTURAL BLINDNESS	CULTURAL PRE-COMPETENCE	CULTURAL COMPETENCE
	Where people actively belittle other cultures	Where people show no interest in or appreciation of other cultures	Where people treat all cultures as if they were the same	Where people have acceptance and respect for difference, and continue self-assessment	Where people unconsciously hold culture in high esteem, and use this to guide their lives/work
ASSUMPTIONS	<ul style="list-style-type: none"> Forced assimilation Rights and privileges for only dominant group <p>"We deserve this"</p> <p>"This is the ONLY and RIGHT way"</p>	<ul style="list-style-type: none"> Lower expectations Maintain stereo-types <p>"People choose not to be a part of the process" "This is just the way we do it here"</p>	<ul style="list-style-type: none"> Differences ignored "treat everyone the same" Need/Problem based <p>"I don't see color, we are all just the same"</p> <p>"just give me a checklist"</p>	<ul style="list-style-type: none"> Seeks advice/consultation Identifies what they are NOT capable of doing <p>"Let's just hire an expert"</p> <p>"Teach Me Phase"</p>	<ul style="list-style-type: none"> Recognizes individual and cultural difference Develops new approaches <p>"Let's work together to truly empower communities"</p>
POWER DYNAMICS	Access and power are only given to a privilege group other members are purposely excluded	Education is still designed for privilege group and no accommodation is made to try to include other groups	No acknowledgement of power differences (institutional racism, classism, immigrant or refugee experience, etc.) power is still held by dominant group	Power differences are acknowledged, with some understanding but reliance on others ("experts")	Target community has a role (real power) in education design and application
EXAMPLES	<ul style="list-style-type: none"> Exclusive Public Meetings "English Only" Approach 	<ul style="list-style-type: none"> Traditional "Town Hall" model The "Bootstrap" Mentality 	<ul style="list-style-type: none"> Translated Newsletters Multicultural Festivals 	<ul style="list-style-type: none"> Consult with or hire (one) member of an ethnic community Special (one time) Programs 	<ul style="list-style-type: none"> Native American Art and Storytelling (target population designs process, holds real power) Trusted Advocate Model (power sharing)

Adapted from: Cross, T.L., Bazron, B.J., Dennis, K.W., & Isaacs, M.R. (1989). Towards a culturally competent system of care volume 1: A monograph on effective services for minority children who are severely emotionally disturbed. Washington D.C. CASSP Technical Assistance Center, Georgetown University Child Development Center.

SIX ESSENTIAL STRATEGIES FOR INCLUSIVE ENGAGEMENT

Effective community engagement takes careful planning and acknowledgement that each population that we work with is a unique opportunity to broaden our understanding of what makes a community.

To help you think about ways to use each strategy, we have provided critical questions to consider, as well as successful examples to illustrate creative ways to connect with your target group.

1. Build personal relationships with target population

Q1 Are there key individuals or constituents you already have or should be building a relationship with?

Q2 Are there venues for you to attend or explore to find out who are natural community leaders?

- Informal/Community driven gatherings that are appropriate to attend
- Connect with the individuals in this community/population

2. Create a welcoming atmosphere

Q1 Does your process reflect, honor, and welcome the community?

Q2 Do the venues you choose invite participation and engagement?

- Hire staff or consultants from the community or that reflect the target population
- Choose gathering places that are comfortable and that are conducive to the interactions that you want to have

3. Increase accessibility

Q1 Are there issues/barriers (language, location, time, transportation, childcare, food, incentives, appeal, power dynamics, etc.) that should be considered throughout the whole process?

Q2 Are there ways to increase the level of input a community has in a process?

- Selecting the most appropriate and effective communication method to promote engagement opportunities
- Decrease barriers to attendance or effective communication at events

4. Develop alternative methods for engagement

Q1 Do you have non-traditional methods of outreach to get people involved?

Q2 Do you offer multiple ways for contributing input and feedback?

- Provide opportunities for social interaction and relationship building
- Provide opportunities for community members to give feedback in photographic, voice recorded, or video formats

5. Maintain a presence within the community

Q1 Are there community driven events that you can participate in and that people will already be gathering for?

Q2 Do community members see you out, regularly, in the community?

- Attend community driven events and activities (think non-traditional)
- Establish places in the community that people can have sustained, informal interactions with you

6. Partner with diverse organizations and agencies

Q1 Are there organizations that currently have relationships with your target populations that you can connect with (remember to consider power dynamics)?

Q2 Have any agencies or organizations successfully implemented similar programs or initiatives (perhaps on a smaller scale or in another community) that you can solicit advice from?

- Connect with organizations who are already culturally tied to the target community or are currently providing services to your target population
- Create a network of services that eliminate gaps or reduce redundancies for the target population

3. QUICK GUIDE

KEY STEPS TO INCLUSIVE PUBLIC ENGAGEMENT

What To Do	How To Do it
Define Scope of Work	<p>Identify the decisions to be made and determine where and how the public can influence decisions – use this to define the public’s roles.</p> <p>Identify racial and ethnic population affected by the process or project. Does this project impact racial disparity? Institutional racism? Multiculturalism?</p>
Identify Stakeholders	<p>Identify the stakeholders. Who does this affect directly or indirectly, positively or negatively? Who is taking a risk, who has responsibility?</p>
Define Roles	<p>Define roles for the public, your department, and other stakeholders.</p> <p>Who else in your department is involved? How about other agencies? Other institutions and organizations in the community? Elected officials?</p>
Incorporate Racially and Culturally Appropriate Engagement Activities	<p>Assess scope of work for incorporating the six strategies for more inclusive engagement.</p> <p>Identify relationships with communities of color, create a welcoming atmosphere at all events, insure accessibility for all participants, develop alternative and culturally appropriate methods for engagement, maintain an ongoing presence in the community and develop partnerships with organizations or color.</p>
Create an Inclusive Public Engagement Plan	<p>Prepare a public engagement plan. Include key activities, milestones, and products on the project timeline.</p> <p>Develop a detailed work plan that includes specific engagement activities based on an overall strategy. Identify and make use of appropriate tools consistent with the defined roles, issues, audience, and resources.</p> <p>Be specific in creating goals for engaging racial and ethnic communities.</p>

What To Do	How To Do it
Staffing & Organization	<p>Designate a lead public involvement staff, key team member with project manager.</p> <p>Establish the staff/resource needs for public involvement at the outset – from communications staff, or outside facilitators and consultants. Include potential translation and interpretation costs.</p> <p>Identify an internal team to use for advice: Set up initial and regular times to meet with them for updates and advice.</p>
Communications & Outreach	<p>Create a clear identity and message for the project from the outset.</p> <p>Carry out broad outreach, using multiple communications tools to reach the diversity of stakeholders (e.g. mailed and printed information, website and email lists, cable TV and PSA's)</p> <p>Include targeted outreach to communities of color and other affected groups that tend not to participate (consultations with leaders; info at community events, speakers, etc.)</p> <p>Have a single contact point for the public (e.g. a hotline and/or email address) to provide easy access to the public to get information and provide input, on the project.</p> <p>Use the media strategically – press releases, feature stories, op-ed's, news conferences to announce initiation of project; key milestones and decision-points. Focus on community newspapers and programs, including ethnic media.</p> <p>Use public facilities – branch libraries, community centers, neighborhood service centers as information repositories to provide ongoing information on the project.</p> <p>Use technology to promote an interactive public process – use your agency/organization's website to provide information and opportunities for feedback through the life of the project.</p>

What To Do	How To Do it
Decision Makers	<p>Keep decision-makers informed – from reviewing the scope of the public involvement plan to updates after events/activities.</p> <p>Prepare and present a final report on the results of public involvement and how it has affected the project outcome – through periodic briefings.</p>
Accessibility & Transparency	<p>Make sure the process is open and accessible to all stakeholders – initial and ongoing outreach, communications, engagement activities and feedback.</p> <p>Ensure that the public involvement process is “transparent.” Make information accessible – project related information and results from public involvement and how it is being incorporated into the project process.</p> <p>Regular updates (on the Web posting, through newsletters or postcards, etc.) are an important way to do this.</p> <p>Staff contact and relationships with key stakeholder groups is also effective in providing transparency.</p>
Evaluate the Process	<p>Include evaluation of the overall process and of specific public activities -- It is critical to learn from your experience, replicating what works; changing what didn't work.</p> <p>Use evaluation forms at meetings/activities; online feedback to obtain information from stakeholders (not just the public, but other agency staff, institutions, etc. who are participating in the process).</p> <p>Track and record participation in the process by communities of color.</p> <p>Include results of the evaluation in your report to decision-makers.</p>

4. PLAN

INCLUSIVE PUBLIC ENGAGEMENT PLAN

Identify the need for and purpose of public engagement. Identify the appropriate level of community involvement with staff and through early consultation with key stakeholders. Develop a public involvement plan, including strategies for inclusive engagement.

The following three steps are recommended before filling out the rest of the worksheet:

	Description
Step 1	Review inclusive engagement strategies (see Section 2), and the and the public engagement matrix (see Section 5).
Step 2	Identify appropriate staff to complete the analysis; determine whether Change Team and/or Core Team assistance would be beneficial. The Department of Neighborhoods' District Coordinators and the Customer Service Bureau are also key resources for your public engagement planning.
Step 3	Collect data necessary for completion of the Racial Equity Impact Analysis (see sidebar for resources).

1. What is the scope and goals of the issue/process?

Provide description: (Does it build on something existing or is this new? Is it demographically based? Citywide versus smaller geographic area; non-geographic; affects everyone equally or some groups more than others. What is the final product?)

Does the proposed project/issue directly or indirectly impact (check all that apply):

- ☐ **Racial disparity** (different outcomes for individuals based on race. e.g. are some services benefiting some communities more than others.)
- ☐ **Institutional Racism** (policy or program change that impacts communities of color.)
- ☐ **Multiculturalism** (equal rights and respect for all cultural groups. Creating the conditions for understanding, respect and interaction between cultures.)

RESOURCES:

Department Change Teams can assist in thinking through potential impacts of the proposed project or process.

Department of Neighborhoods Public Engagement Toolkit.

Demographic data and maps
<http://www.census.gov/>

Language maps and lists of interpretation and translation vendors
<http://inweb/immigrantsrefugees/#interpretanspolicy>

'Disparities': A snapshot of Seattle
inweb.ci.seattle.us/rsji/docs/RSJ_stats_sheet-final.pdf

☐ **Raise Awareness** (Explicitly educates about the importance of historical and contemporary facts regarding race, racial disparities, and/or culture.)

Please describe:

Who's affected by the proposed project/policy?

General population _____

Race and ethnic population _____

Specific groups _____

Specific area(s) _____

Please describe how these groups are affected:

RESOURCES:

*Department of
Neighborhoods
Public Engagement
Toolkit.*

*Demographic data
and maps
<http://www.census.gov/>*

*Language maps and
lists of interpretation
and translation
vendors
<http://inweb/immigrantsrefugees/#interpretanspolicy>*

*'Disparities': A
snapshot of Seattle
inweb.ci.seattle.us/rsj/docs/RSJ_stats_sheet-final.pdf*

3. What is the timeline for completion of this process?

Deadline for project completion: _____

Describe Timeline: (Include any legal requirements (e.g. SEPA), political commitments, and staff goals.)

4. What is the public's perspective in this process/project? What degree of public influence is possible? (It is important to manage expectations. Be clear about what you want participants to contribute to the process, what they will gain from taking part, and the extent to which their input can influence decision-making.)

What are the objectives in involving the public in this process/project?

To help with policy making:

- ☐ Use it to define the problems, to find solutions, or both.
- ☐ Establish the complexity of an issue.
- ☐ Develop innovative policy options.
- ☐ Test out ideas.
- ☐ Build consensus.
- ☐ Identify and understand the risks.
- ☐ Find the most effective and cost-efficient solutions to problems.

To help relations with community:

- ☐ Ensure community feels heard on the policy-making process.
- ☐ Sharing with community the pros and cons of policy options.
- ☐ Building relationships with specific racial/ethnic communities.
- ☐ Strengthening relationships between constituencies.
- ☐ Developing alternative methods for public engagement for racial/ethnic communities.
- ☐ Partnering with community organizations.
- ☐ Maintaining and deepening relationships within a community.

Please describe:

What are the constraints to public influence?

- ☐ Previous City commitments
- ☐ Funding limitations (amount; how it can be used)
- ☐ Legal constraints (laws that constrain scope and/or solutions)
- ☐ Other: _____

Please describe:

Public Role: (check all that apply)

☐ **Inform** (Educate the public about the rationale for the project or decision; how it fits with City goals and policies; issues being considered, areas of choice or where public input is needed.)

☐ **Consult** (Gather information and ask for advice from citizens to better inform the City's work on the project.)

☐ **Collaborate** (Create a partnership with the public (key stakeholder groups) to work along with the City in developing and implementing the planning process or project.)

☐ **Shared Decision-making** (Decision-makers delegate decision-making power to stakeholders or give them a formal role in making final decisions to be acted upon.)

Describe any legally mandated public involvement (e.g. SEPA):

5. What type of decisions are to be made in this process?

Describe nature of decision: (What is the decision to be made?
Who do they affect? Who influences and who makes the decisions?
Who puts together the recommendations for making the decision?
Who makes the decision?)

Who are the Decision-makers? (check all that apply)

- ☐ Mayoral priority
- ☐ Council priority
- ☐ Other level of government: _____
- ☐ Appointed officials: _____
- ☐ Other Decision-makers: _____

6. Who are the stakeholders in the process? (Include all who are affected: client, sponsor, influencers, end users, “bystanders,” media, others affected by the process/action. Pay particular attention to identifying those who typically don’t participate or have a voice, but who are affected like people of color, immigrants, low income households, elderly, youth, etc.)

Identify specific stakeholders:

☐ General Public:

☐ Racial/Ethnic Groups:

☐ Community Based Organizations (advocacy groups, non-profit agencies):

☐ Private Sector (business community, development community):

☐ Decision makers (Department Director; Mayor; Council; other legislative bodies):

☐ City Department(s):

☐ Other Public Agencies:

☐ Other (those directly affected by the outcome):

RESOURCES:

Lists of community organizations by geographic area can be found on the Department of Neighborhoods Public Engagement Toolkit.

Department of Neighborhoods District Coordinators and department Public Engagement Liaisons can also be called upon for advice.

8. What are the stakeholders' interests/concerns? (Consult with community representatives such as the Immigrant and Refugee Advisory Board as "sounding boards" to help address questions. List the interests/concerns for each stakeholder group.)

What changes do they want and what do they want left unchanged?

What are their expectations?

What resources do they have?

How can they benefit from the policy/project?

How would they be affected by the risks? (Are they harmed?)

What relationships do they have with others?

Check In #1: Project Lead check-in with department leadership and communications staff and other departmental staff for advice/approval of initial assessment of stakeholders and roles.

9. Is there a need for an advisory group or community partnership?

How will this be accomplished? (Will you use or build on an existing group or to create a new advisory group? What is the purpose of the group? Specify resources needed.)

10. What is the basic communications strategy and goals for the project?

What are the key messages that need to be shared about the project?

What is the strategy for communicating with the media? (Include strategies for working with Ethnic media outlets)

What are the translation and interpretation needs of the project?

11. What public involvement tools/activities are appropriate for the project?

Describe engagement tools/activities: (Refer to the Public Engagement Matrix (section 5) to determine types of appropriate engagement. e.g. survey, public meeting, etc.):

Do the tools/activities achieve inclusive engagement?

(Review the six essential strategies for inclusive public engagement.)

☐ **Build personal relationships with racial/ethnic community –**

Activity deepens existing relationships or establishes new relationships.

☐ **Develop alternative methods for engagement –** Approach provides multiple ways for contributing input and feedback and direct communication with racial and ethnic community.

- ☐ **Partner with diverse organizations and agencies** – Activity provides opportunity to collaborate with organizations of color and draws upon leadership from communities of color.
- ☐ **Maintain a presence within the community** – Activity builds upon presence in community, or establishes ongoing relationship.
- ☐ **Increase accessibility** – Activity takes into account language and barriers to participation like location, time, transportation, childcare, and power dynamics.
- ☐ **Create a welcoming atmosphere** – Activity reflects the culture of the community and is welcoming.

RESOURCES:

See Public Engagement Matrix and Glossary for explanations of different types of engagement activities.

Review Section two of Guide: “Six Essential Strategies for Inclusive Engagement.”

12. What resources and responsibilities are needed to carry out the public involvement activities?

Staff Responsibilities and Roles (Project manager, public involvement lead, other staff)

Community responsibilities and roles (if applicable):

Funding needs – communications, public events, consultant services

13. What is the public involvement schedule?

Develop a timeline and month-by-month calendar of tasks and activities for public involvement. Show how these are connected to project timeline and milestones. In developing these schedules, work back from deadlines to determine what types of involvement is possible given timeframe and deadlines for the project.

Key Dates:

14. What are the reporting mechanisms? Identify products that document and report on the outcomes of the public involvement.

- ☐ Media/communications pieces (press packet, news release)
- ☐ Progress report(s)
- ☐ Final report
- ☐ Formal recommendations
- ☐ Briefings and presentations for decision-making bodies (involve community participants)

Describe:

Check in #2: Check in with department leadership and communications staff on proposed public involvement strategy/tools, resource needs and responsibilities, and coordination with other projects.

5. PUBLIC ENGAGEMENT MATRIX

Type of Engagement	Goal of Participation	Tools/Activities	Inclusive Engagement Techniques	Indicators/Evaluation
INFORM (required for all types of engagement)	Educate the public about the rationale for the project or decision; how it fits with City goals and policies; issues being considered, areas of choice or where public input is needed. <i>Message to the Public:</i> To keep everyone informed.	<ul style="list-style-type: none"> - <i>Fact Sheets</i> - <i>Brochures</i> - <i>Websites</i> - <i>Open Houses</i> - <i>Exhibits/displays</i> (in public areas) - <i>Newsletters</i> (mailed/online) - <i>Newspaper articles</i> 	Translation of all key documents. Interpretation at events.	
CONSULT	Gather information and ask for advice from citizens to better inform the City's work on the project. <i>Message to the Public:</i> Will keep everyone informed, listen to and acknowledge concerns and provide feedback on how public input influenced the decision.	<ul style="list-style-type: none"> - <i>Focus groups</i> - <i>Surveys, interviews, and questionnaires</i> - <i>Public Meetings</i> - <i>door-to-door</i> - <i>Workshops and working sessions</i> - <i>Deliberative polling</i> - <i>Internet</i> (interactive techniques) 	Translation of all key documents. Interpretation at events. Provision of Childcare. Culturally appropriate food. Individual meetings with community leaders.	

Type of Engagement	Goal of Participation	Tools/Activities	Inclusive Engagement Techniques	Indicators/Evaluation
COLLABORATE	<p>Create a partnership with the public (key stakeholder groups) to work along with the City in identifying problems, generating solutions, getting reactions to recommendations and proposed direction.</p> <p><i>Message to the Public:</i> Will work with the public to ensure that their concerns and issues are directly reflected in the alternatives developed and show how public input influenced the decision.</p>	<ul style="list-style-type: none"> - <i>Citizen Advisory Committee/ Liaison Groups</i> - <i>Visioning</i> - <i>Consensus building</i> - <i>Participatory decision-making</i> - <i>Charrettes</i> - <i>Implementation Committee</i> 	<p>Translation of all key documents.</p> <p>Interpretation at events.</p> <p>Provision of Childcare.</p> <p>Culturally appropriate food.</p> <p>Individual meetings with community leaders.</p>	
SHARED DECISION-MAKING	<p>Decision-makers delegate decision-making power to stakeholders or give them a formal role in making final recommendations to be acted upon.</p> <p><i>Message to the Public:</i> Will implement what the public decides.</p>	<ul style="list-style-type: none"> - <i>Citizen juries</i> - <i>Ballots</i> - <i>Delegated decisions to specific representative citizen body or to voters</i> 	<p>Translation of all key documents.</p> <p>Interpretation at events.</p> <p>Provision of Childcare.</p> <p>Culturally appropriate food.</p> <p>Individual meetings with community leaders.</p>	

6. EVALUATE

EVALUATING PUBLIC ENGAGEMENT

An evaluation should be completed to document the effectiveness of the public involvement process and its level of inclusion. The following criteria provide a guide to assessing this effectiveness. Input from the community, staff, other City and agency stakeholders should be solicited to evaluate the public involvement efforts.

Criteria:

Public's role is identified in scoping the project.

1. Reflects maximum possible influence that can be exerted by the public on the outcome/decisions.
2. Fully reflects the diversity of the community.
3. Is coordinated with key milestones and phases of the planning project/process.
4. Is feasible in terms of time and resources.
5. Stakeholders are fully identified, including their interests.

Public involvement plan is developed for the entire project.

1. Public Involvement plan clearly identifies public's role.
2. Public involvement plan includes strategies for inclusive engagement and incorporates alternative approaches for engagement.
3. Public Involvement plan is clearly communicated to all stakeholders, including decision-makers, various public and private interest groups and staff.
4. Public Involvement plan includes specific activities, information, staff resources, and relationship to project milestones, and time line.
5. Public Involvement plan includes mechanisms for ongoing communication and feedback with general public and stakeholders throughout the project.

Public involvement results are clear and have been incorporated into the project.

1. Both the process of public involvement and the results are documented (what the public said and how their input, advice or work was used).
2. The diversity of the involvement was documented (e.g. number of people of color participating).
3. Results of public involvement are communicated broadly to people who were involved, to the broader public, and to decision-makers.

The public involvement process is deemed successful.

1. All stakeholders (community participants and their constituencies, affected agencies, decision-makers) are satisfied that the process has been fair, accessible and has been effective in appropriately involving the public.
2. The process was inclusive and reflective of the community.
3. Decision-makers are able to make decisions based on the public involvement results and staff recommendations/proposals.

7. GLOSSARY

TERMS

Community members are residents, customers, business owners and others who live, work or otherwise engage in activities with the City of Seattle. More specific communities of interest may exist for a specific program or policy. Communities of interest may share a common geographical location, interest or attribute.

Cultural competency is behaviors and actions that reflect and respond effectively to the racial, ethnic, cultural and linguistic experiences of the communities involved with a particular program, policy or procedure.

Cultural relevancy is programs, policies and/or procedures that respond to and are reflective of the needs of a person's and/or community's racial, ethnic, cultural and linguistic experiences.

Culturally and racially inclusive outreach and public engagement are public processes that ensure the participation of people of color, immigrant and refugee communities, and low income people in City outreach and public engagement processes.

Decision maker refers to those who are authorized to make final decisions on project and policy outcomes. In the public sector, elected and appointed officials hold this responsibility.

Employee Language Bank is an internal resource that lists City employees who have volunteered their foreign language skills and time to assist with the short-term, usually under an hour, language needs of persons seeking access to City services and City departments.

Facilitator is a person assigned to manage a meeting, event, or process. This person is usually viewed as a neutral party. The facilitator is responsible for ensuring participation, helping the group maintain focus, knowing when to move or to slow down, avoiding repetition, and dealing with problem people and situations.

Stakeholder refers to any person or group that has an interest in or is affected by the action or process in question. Stakeholders include residents, business operators and owners, property owners, non-profit, public and private agencies and organizations. Identifying the full spectrum of stakeholders is on the early and critical steps in developing an effective public involvement strategy.

Institutional racism is organizational programs, policies or procedures that work to the benefit of white people and to the detriment of people of color, usually

unintentionally or inadvertently. **Interpretation** is the oral rendition of a spoken message from one language to another, preserving the intent and meaning of the original message.

Language Line is a commercial interpretation service accessed through the telephone.

Multiculturalism is equal rights and respect accorded to all cultural groups. Multiculturalism creates the conditions for understanding, respect and interaction between cultures and equality of opportunity for all cultures.

Outreach is activities intentionally employed to make contact and potentially develop working relationships with specific individuals and/or groups for purposes including, but not restricted to, sharing information, education, or service provision.

Outreach and Public Engagement Liaisons are City staff designated by their departments to serve as resources to conduct racially and culturally competent outreach and public engagement processes.

Public Engagement is activities that intentionally enable community members to effectively engage in deliberation, dialogue and action on public issues and in the design and delivery of public services.

Developing and sustaining a working relationship between government and one or more community groups, to help both to understand and act on the needs or issues that the community experiences

Primary languages are languages other than English spoken by the largest numbers of City residents, based upon data from the Federal Census, Seattle Public Schools, Seattle Municipal Court, and City Call Centers. These languages are divided into two tiers. The first tier includes the top seven languages spoken in Seattle and the second tier includes languages spoken by at-least 2000 Seattle residents.

The 1st tier languages are:

Spanish, Vietnamese, Cantonese, Mandarin, Somali, Tagalog, and Korean

The 2nd tier languages are:

Cambodian, Amharic, Oromo, Tigrinya, Laotian, Thai, and Russian

RSJI Outreach and Public Engagement Consultant Roster is a list of RSJI outreach and public engagement consultants who have demonstrated expertise and experience in designing and implementing racially and culturally inclusive strategies for outreach and public engagement.

A person with **limited English proficiency** (LEP) cannot speak, read, write or

understand the English language at a level that permits him or her to interact effectively with City staff.

Racial disparity is differences in outcomes or community conditions based on race. Examples include different outcomes in health, education, environment and criminal justice outcomes based on race.

Translation is the conversion of written communication from one language to another in a written form. An accurate translation is one that conveys the intent and essential meaning of the original text.

TOOLS AND TECHNIQUES

Advisory Committee is a group of representative stakeholders assembled to provide advice and input into the planning and decision-making process. It serves the following purposes:

- Create a balanced group of stakeholders to provide advice on the project and on the public involvement process.
- Allows for more detailed analysis for project issues with a more informed group of the public (including people with expertise in relevant issues and policies).
- Can be a forum for developing consensus or compromise on controversial issues.

Charrette is an intensive brainstorming session (usually over several days) where volunteer participants sketch and illustrate their ideas for planning and design solutions and present them to the community. It is often designed to bring together academics, planning/design professionals, and students for a creative, intensive, and collaborative process.

Focus Group is a group interview and discussion where a small group (usually 8 – 12) people respond to a specific concept or subject. It is a quick and focused means of generating ideas and getting reactions. Focus groups help you understand different groups' perceptions and expectations and can help identify questions and issues that can shape broader public participation and planning proposals.

Interview is a one-on-one structured discussion with either a random sample or selected representatives of the spectrum of stakeholders. Interviews are used to gather information about people's issues and perspectives on an individual basis, providing confidentiality that can result in more candor about issues and concerns.

Open House is a form of public meeting that provides a less structured venue for the public to learn about and provide input to a project or process. This occurs through displays, questions to

staff/experts who are on hand, and often opportunities to fill out comment forms or questionnaires. As its name implies, people can come for any amount of time during the scheduled event, providing flexibility for those with limited time for such events.

Public Workshop is a structure public event, aimed at both informing the public and engaging them in giving advice and input on specific issues and alternatives. Public workshops usually combine presentations with small group break out sessions. They require more planning and use of staff with facilitation and writing skills.

Roundtable is a focused discussion with a group (usually 8 – 16) of people who are brought together to talk about a specific issue. Usually participants are provided information in advance and the sessions are facilitated, but chaired by the process sponsor. Note takers record information and key points are summarized. This type of group can be used periodically during a lengthy process as a sounding board to provide input and guidance.

Surveys are an important information-gathering tool that can be effective in reaching a broad spectrum of the public, particularly those who do not typically participate in public participation events and processes. They can be used for one-shot assessments of public preferences and opinion or as an ongoing tool to track changing community demographics and needs.

Technical Committee refers to a group of technical experts who are asked to provide advice on the technical aspects of a planning, policy or physical development project. Like an advisory committee, this group is formally established with a clear task description and adequate information and staffing to perform their work.

Trusted Advocates is an approach that engages residents by finding leaders in various ethnic communities who have the confidence of their community and already are doing advocacy for them, and who can serve as an effective bridge and broker to the community for public agencies. Frequently paid for through stipends, these positions can be critical in involving historically underrepresented communities.

Working Group/Session refers to a more informal way of involving interested participants in helping professional staff develop and assess alternatives in a project.

8. ATTACHMENTS

- A. Executive Order 05-08 on Inclusive Outreach and Public Engagement.
- B. City's Inclusive Public Engagement Policy.
- C. Translation and Interpretation Policy.
- D. Outreach and Public Engagement Liaisons.



King County ranks as one of the wealthiest the country. However, wealth and security are not equally distributed. Resilience is evident in many ways. A community can be strong and also be under tremendous economic, environmental, and health pressures due to institutional choices that have favored some and disfavored others.

Even when rapid response is required, we must appreciate the strength of these communities AND understand their economic capacity to recover from the threat COVID 19 poses.

There are 3 primary factors that can identify communities whose health is especially vulnerable to an economic crisis during COVID 19 response. This tool can be used as a reference for understanding these factors as they present in the data. Where there is segregation, these inequities are profound and persistent.

Many of the County's most vibrant and productive neighborhoods are centers of Black, Brown and Native communities. It is also true that racial residential segregation are correlated with inequity. Economic insecurity, poverty, burden of chronic disease and barriers to health care are top indicators of

vulnerability. These are strongly correlated with race in King County.

Acknowledging the communities that we know are vulnerable, but do not have the disaggregated data to demonstrate it, like refugee and immigrants, Pacific Islanders, LGBTQ+, and those with disabilities is important, as is the *intersectionality* of multiple risks. The available data shows these groups tend to live in areas with high concentrations of Black, Latinx and American Indian/Alaska Native people and by pointing out those areas, we hope to include other communities as well.

A high risk factor of a community's relative economic resilience is having its Black, American Indian/Alaska Native and Latinx residents together exceed 10% of that community.

ECONOMIC STATUS

Income, Net Worth, and Asset Poverty are key factors in determining how vulnerable a household is to an economic crisis and how difficult bouncing back may be.

Income is the money regularly received for work or investments.

A high risk factor is more than 20% of an area's households making within 200% of the federal poverty level.

Net Worth is the total dollar value of all a household's assets subtracted by the total debts and liabilities. **A high risk factor is having less than 50% of an area's households owning the home they live in.**

Asset Poverty is the inability to access the resources to cover 3 months of expenses. **A high-risk factor is 16% or more of an area's residents reporting not having the resources to replenish food in the previous 12 months.**

Throughout the County, the relationship between being 65 years or older and economic vulnerability is complex. Elders tend to have more resources accumulated than younger community members. However, the health risks of COVID 19 to elders are significant, and the confluence of age with the other risks also must be noted.

A high risk factor is having more than 14% of residents being 65 or older.

AGE

KEY QUESTIONS FOR EQUITY IMPACT AWARENESS



King County

Office of Equity
& Social Justice



Progress must be swift and this is an imperfect tool. Nevertheless, it aims to identify communities that are extremely vulnerable to prolonged hardship with less resources to recover in an economic crisis. These are not the only considerations in reviewing sites, however these questions will highlight the inequities of risks in the County by **race, economics, and age**.

Does this community's Black, American Indian & Alaska Native and Latinx residents together exceed 10%*? 20% of residents?

Are more than 20% of this community's household incomes within 200% of the federal poverty level? 30% of households?**

Do less than 50% of this community's households own the home they live in?

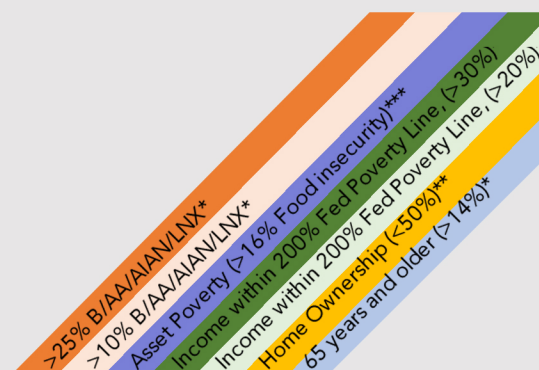
Have more than 16% of residents in this community experienced food insecurity in the last year?

Are more than 14% of residents of this community 65 years or older?

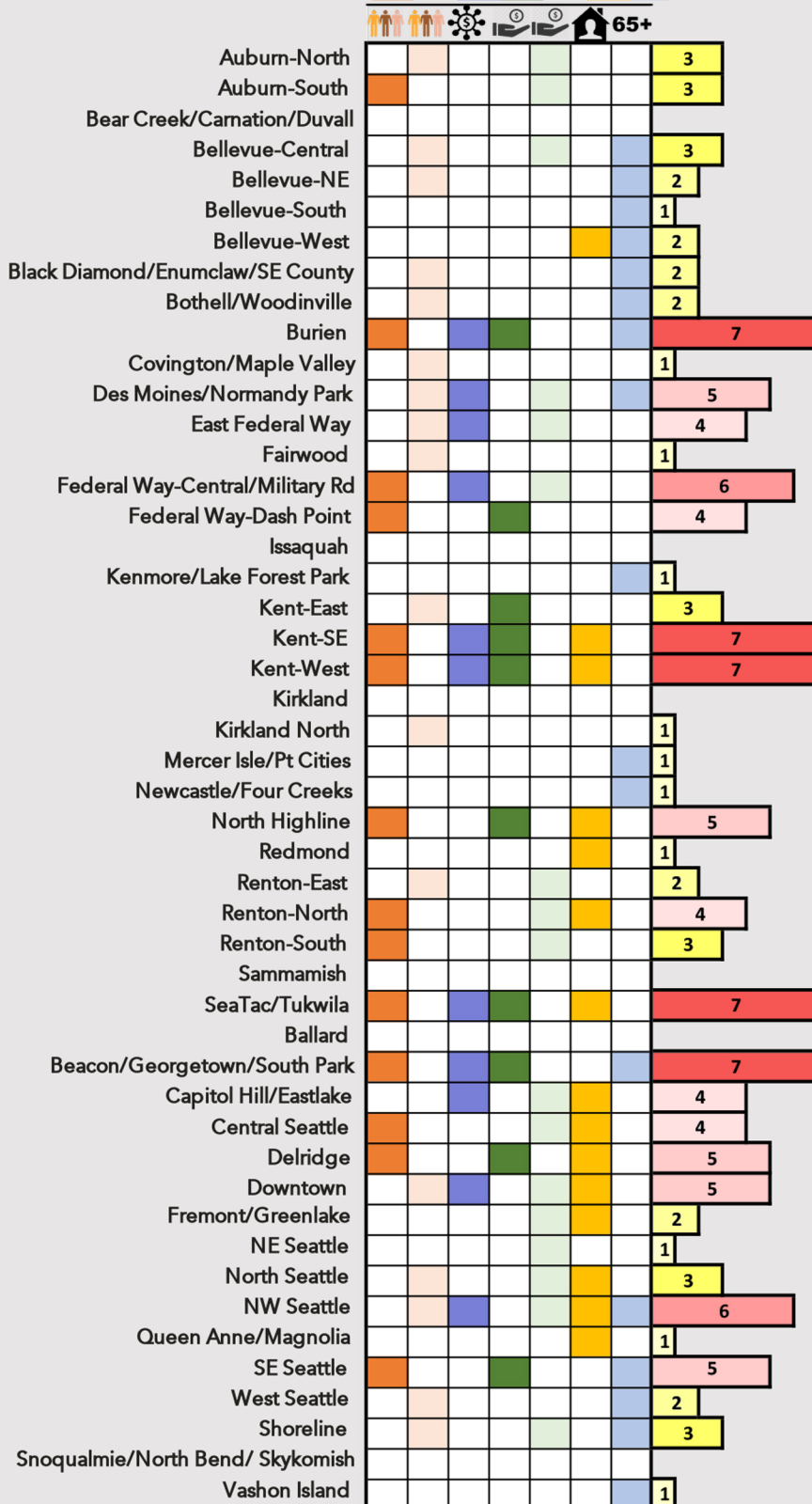
*The thresholds were chosen to highlight extreme economic conditions and to locate the 25% of areas with the most risk.

**The federal poverty threshold for a family of 4 in 2019 was \$26,370.

This column **BELOW** lists the 48 Health Reporting Areas (HRA) in King County



These columns list the indicators being tracked to inform decisions regarding COVID-19 and risks to economic resiliency. These indicators are **Race**, **Asset Poverty**, **Income**, **Home Ownership** and **Age**.



The higher (>25%) threshold in the **Race** indicator, the higher (>30%) **Income** indicator and the **Asset Poverty** indicator are scored as **2 POINTS**. The lower (>10%) **Race** indicator, the lower (>20%) **Income** indicator, the **Home Ownership** indicator and the **Age** indicator are scored as **1 POINT**.

The column with the horizontal red, pink and yellow bars represents each HRA's total scoring of the risk indicators. The colors of the bars correspond to the **Impact Awareness Map** color gradients.

The highest possible total for each area is 8 points and determines the areas with the highest risk for prolonged impact with the least amount of resources to recover. Areas that do not meet the risk threshold in any of these

*Washington State Office of Financial Management, Forecasting Division, single year intercensal estimates 2001-2019, Community Health Assessment Tool (CHAT)

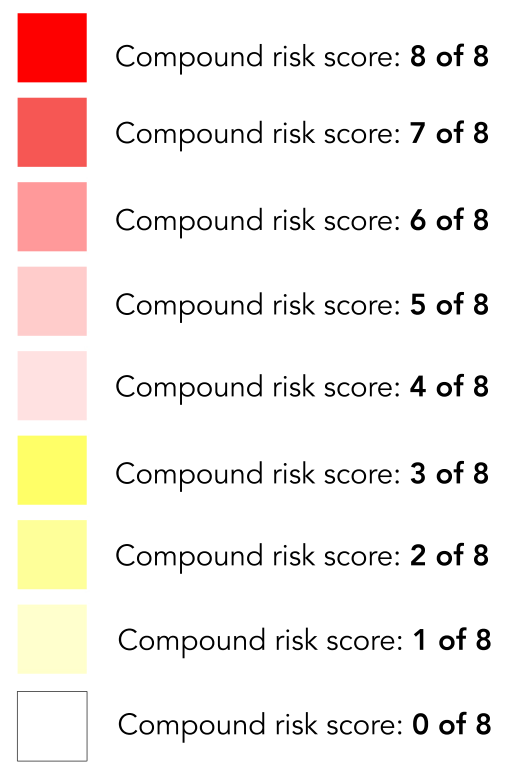
**City Health Profiles 2019, King County Public Health. Data from the American Community Survey, US Census Bureau.

***Behavioral Risk Factor Surveillance Systems 2013. Washington State Department of Health, Center for Health Statistics



EQUITY IMPACT REVIEW MAP

MAP KEY



Office of
Equity &
Social Justice



King County

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

Leon County Board of County Commissioners

Agenda Item #5

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Board Actions Taken at the October 27, 2020 Workshop on the 2021 State and Federal Legislative Priorities

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

Statement of Issue:

This item seeks ratification of Board actions taken at the October 27, 2020 Workshop on the 2021 State and Federal Legislative Priorities.

Fiscal Impact:

This item has no fiscal impact. However, it recommends requests for state and federal appropriations as well as substantive policy positions that seek to avoid unfunded mandates and cost shifts to the County.

Staff Recommendation:

Option #1: Ratify the actions taken by the Board at the October 27, 2020 Workshop on the 2021 State and Federal Legislative Priorities.

Report and Discussion

Background:

This item seeks ratification of Board actions taken at the October 27, 2020 Workshop on the 2021 State and Federal Legislative Priorities. Each year, the Board conducts a workshop with staff on the County's state and federal legislative priorities. On October 27, 2020, the Board held a workshop to discuss the legislative priorities for the 2021 Florida Legislative Session and the first session of the 117th Congress (Attachment #1).

Analysis:

Staff provided the Board with a report with several recommended policy and appropriations priorities for the 2021 state and federal legislative sessions, as follows:

- 8 legislative appropriation requests;
- 23 County projects for potential state and/or federal grant funding;
- 11 state-level policy priorities, including support of the FAC 2021 Legislative Priorities, for the 2021 Florida Legislative Session; and
- 5 federal policy priorities, including support of the NACo 2021 Legislative Priorities, for the first session of the 117th United States Congress.

Appropriations Requests:

The appropriations requests for state legislative funding approved by the Board were as follows:

<u>Request:</u>	<u>Amount Requested:</u>	<u>Project Phase:</u>
Backup Generator – Secondary Special Needs Shelter	\$150,000	Capital/Fixed Assets
Backup Generators – Branch Libraries and Community Centers	\$500,000	Capital/Fixed Assets
Leon Works Expo and Junior Apprenticeship	\$50,000	Program Funding
Historic Amtrak Station Repairs and Renovation	\$500,000	Construction
Old Plank Road Drainage Project	\$400,000	Construction
Baum Road Drainage Project	\$375,000	Construction
Fords Arm/Timberlane Tributary Restoration	\$250,000	Construction
Fred George Wetland Restoration	\$300,000	Construction

Projects for Potential Grant Funding:

In recent years, the Florida Legislature and the Governor have placed a greater emphasis on grant programs through the executive branch for local infrastructure projects. Leon County has been successful in securing funding through the Florida Department of Transportation (FDOT) Five-Year Work Program, the Springs Restoration Matching Grant Program administered by the Florida Department of Environmental Protection (FDEP), and other grant programs. This year, staff and the County's contract lobbying team anticipate the Legislature and Governor maintaining an austere approach to budgeting during the upcoming 2021 session with a continued emphasis on funding for local projects through executive branch grant programs. Given this, the workshop

recommended continuing the County's successful strategy of pursuing grant funding where appropriate, which best aligns major County projects with the most likely sources of state or federal funding. The grant projects approved by the Board were as follows:

<u>Request:</u>	<u>Amount:</u>	<u>Project Phase:</u>
Capital Circle Southwest	\$100 million	Construction
Woodville Highway (Capital Circle to Paul Russell Road)	\$29.7 million	Construction
Northeast Gateway (Welaunee Blvd./Shamrock St.)	\$4.5 million	Design
Miccosukee Road Bridge Replacement	\$2 million	ROW/Construction
Orange Avenue Widening & Beautification	\$1.9 million	Design
Old Bainbridge/Capital Circle NW Intersection Improvements	\$955,000	ROW/Construction
North Monroe Gateway	\$520,000	Construction
Tram Road Crossdrain Replacement	\$600,000	Construction
Veterans Memorial Drive (CR 59) Bridge Replacement	\$530,000	Design/Construction
Old Bainbridge Road Safety Improvements	\$330,000	Construction
St. Marks Headwaters Greenway Trails	\$800,000	Construction
Orchard Pond Greenway Trail, Phase II	\$350,000	Design/Permitting
Capital Cascades Trail Segment 4	\$100,000	Construction
Lake Henrietta Renovation	\$1.5 million	Design/Construction
Fred George Greenway Boardwalk & Observation Decks	\$650,000	Design/Construction
J. Lee Vause Park Boardwalk & Observation Decks	\$650,000	Design/Construction
Williams Landing Improvements	\$450,000	Design/Construction
Coe Landing Improvements	\$200,000	Design/Construction
Harbinwood Estates Septic-to-Sewer Project	\$2.5 million	Design/Permit/Land Acquisition
Centerville Trace Septic-to-Sewer Project	\$1 million	Design
Leon South Regional Water System	\$750,000	Design/Construction
Springs Protection Projects*	Several	All Phases
Hazard and Flood Mitigation Projects**	Several	All Phases

* The County has grant agreements in place with the Florida Department of Environmental Protection to provide funding support for several additional septic-to-sewer projects in southside Leon County located in the Primary Springs Protection Zone to improve water quality for citizens.

** The County has submitted several hazard and flood mitigation projects consistent with the County's Local Mitigation Strategy for potential funding under the Hazard Mitigation Grant Program and the Community Development Block Grant (CDBG) Mitigation program. The Board adopted the most recent update to the Local Mitigation Strategy at the July 11, 2017 meeting.

Policy Requests:

The Board discussed state and federal policy issues that are expected to be considered during the 2021 legislative session. Staff presented eleven state policy issues and five federal policy issues specific to Leon County. In addition, representatives from Capitol Alliance Group and Squire Patton Boggs discussed the upcoming state legislative session and the 117th U.S. Congress, respectively. The Board approved the following policy priorities, as amended during the workshop (emphasis added to indicate the amended language approved by the Board):

State Policy Issues:

1. Support the protection of the state workforce, oppose any reductions to state employee benefits, and support the health and safety of state employees returning to the workplace during the COVID-19 public health emergency.
2. Support legislation requiring a study to review and identify recommendations for establishing an independent statewide public health agency
3. Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities.
4. Support legislation requiring the relocation of the Confederate monument that is currently located at the State of Florida Capitol Complex.
5. Support legislation establishing May 20, Florida's Emancipation Day, as a state holiday.
6. Support legislation to establish a process for the automatic removal of discriminatory provisions from real property covenants and restrictions, and support the appropriation of state funding to support any associated costs.
7. Support the expansion of the Medicaid program in Florida to provide coverage eligibility for adults under the age of 65 with incomes up to 138% of the federal poverty level, as provided in the Affordable Care Act
8. Support statewide legislation to prohibit the sale of tobacco and vaping products to those under the age of 21 and to require retail licensure of vaping establishments.
9. Support efforts to restore passenger rail service between New Orleans and Jacksonville through Leon County, and urge the State of Florida to join the Southern Rail Commission.
10. Oppose statutory changes to Section 790.06, F.S. that would allow the concealed carrying of weapons into college or university facilities.
11. Support the Florida Association of Counties 2020-2021 legislative efforts unless specific issues conflict with Leon County's interests.

Federal Policy Issues:

1. Support federal COVID-19 relief legislation that includes flexible funding for county governments that can be used to address lost revenue and support critical local response efforts to the COVID-19 pandemic.
2. Support legislation establishing Juneteenth (June 19) as a federal holiday.

3. Support federal funding through programs such as CRISI and REG to restore passenger rail service in the Gulf Coast region.
4. Support the City of Tallahassee's application for a Foreign Trade Zone at the Tallahassee International Airport.
5. Support the National Association of Counties 2019-2020 legislative efforts unless specific issues conflict with Leon County's interests.

In addition to the appropriations and policy issues listed above, during the workshop the Board directed staff to prepare an agenda item for the December 8, 2020 meeting to discuss the following state and federal policy issues:

- **M-CORES Suncoast Connector Task Force Final Report**

During the 2019 session, the Florida Legislature created the Multi-use Corridors of Regional Economic Significance (M-CORES) program, which was designed to advance construction of regional corridors that will accommodate multiple modes of transportation and multiple types of infrastructure. As provided in the enacting legislation, the Florida Department of Transportation (FDOT) convened task forces to study three specific corridors:

- The Suncoast Connector, extending from Citrus County to Jefferson County
- The Northern Turnpike Connector, extending from the northern terminus of Florida's Turnpike northwest to the Suncoast Parkway
- The Southwest-Central Florida Connector, extending from Collier County to Polk County

The three task forces are required to submit final reports to the Governor and Legislature by November 15, 2020 providing an evaluation and recommendations regarding each corridor. A draft version of the Suncoast Connector Task Force's final report published in September 2020 indicated, in part, that "The Task Force did not reach a conclusion based on the information available at this time that there is a specific need for a completely new greenfield corridor through the study area to achieve the statutory purpose. The Task Force expressed a preference for improvement or expansion of existing major highway corridors or existing major linear utility corridors." Based on the Board's direction during the workshop, the December 8, 2020 agenda item will provide an update on the Suncoast Connector Task Force's final report and seek the Board's consideration to support the Task Force's recommendations as part of the County's 2021 legislative priorities.

- **Apprenticeship Programs**

The December 8 agenda item will provide an overview of state and federal programs supporting apprenticeships and seek the Board's consideration to support these programs as part of the County's 2021 legislative priorities.

- **Opportunity Zones and Empowerment Zones**

Opportunity Zones were created under the 2017 Tax Cuts and Jobs Act to stimulate economic development and job creation by incentivizing long-term investments in low-income neighborhoods. Opportunity Zones are nominated by each state government and certified by the Secretary of the U.S. Treasury. Legislation is currently pending in the U.S. Congress that would establish a pilot program to provide grants to nongovernmental entities, including nonprofits, which provide economic support in urban areas including Opportunity Zones.

Similarly, Empowerment Zones are federally designated geographic areas characterized by high levels of poverty and economic distress, where businesses and local governments may be eligible to receive federal grants and tax incentives to support local economic development. This program was created by the Empowerment Zones and Enterprise Communities Act of 1993 and the last Empowerment Zone designations were made in 2017. Legislation is currently pending in Congress to extend the period for the designation of Empowerment Zones, and separate legislation is pending that would authorize additional incentives for businesses located within existing Empowerment Zones.

The December 8 agenda item will provide a detailed overview of these programs and seek the Board's consideration to support these programs as part of the County's 2021 legislative priorities.

- **Federal Cannabis Legislation**

Legislation is currently pending in the U.S. Congress (the "Marijuana Opportunity Reinvestment and Expungement Act of 2019", H.R. 3884; and other bills) that would decriminalize marijuana at the federal level by removing it from the Controlled Substances Act and use the revenue from a 5% tax on cannabis products to fund a grant program to support services for individuals most adversely affected by cannabis-related convictions. In addition, federal courts would be required to expunge any prior convictions for marijuana-related offenses. The December 8 agenda item will provide a detailed overview and seek the Board's consideration to support this legislation as part of the County's 2021 legislative priorities.

Options:

1. Ratify the actions taken by the Board at the October 27, 2020 Workshop on the 2021 State and Federal Legislative Priorities.
2. Board direction.

Recommendation:

Option #1

Attachment:

1. October 27, 2020 Workshop on the 2021 State and Federal Legislative Priorities

Leon County Board of County Commissioners

Workshop

October 27, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Workshop on the 2021 State and Federal Legislative Priorities

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

Statement of Issue:

This workshop item seeks the Board's approval of recommended state and federal legislative priorities for the 2021 Florida Legislative Session and the first session of the 117th Congress.

Fiscal Impact:

This item does not have a fiscal impact. However, it recommends requests for state and federal appropriations as well as substantive policy positions that seek to avoid unfunded mandates and cost shifts to the County.

Staff Recommendations:

- Option #1: Approve the 2021 state and federal legislative priorities.
- Option #2: Provide any additional Board direction on the County's 2021 state and federal legislative priorities.

Report and Discussion

Background:

Each year, the Board conducts a workshop with the County's legislative staff and contract lobbyists to develop priorities for the upcoming state and federal legislative sessions. This workshop enables the County's legislative team to receive important guidance from the Board regarding priority legislative issues and directs the County's lobbying efforts for the upcoming year at both the state and federal level. In recent years, the Board has directed staff to refine the County's substantive policy priorities only to the most pressing issues and to support the Florida Association of Counties (FAC) and National Association of Counties (NACo) in achieving their respective legislative goals. Consistent with this direction, staff is seeking Board approval of the County's 2021 State and Federal Legislative Priorities, comprised of the state and federal policy and appropriations issues proposed herein.

Analysis:

The 2021 Florida Legislative Session will be held from March 2 through April 30, 2021, with interim committee weeks beginning in December. The first session of the 117th U.S. Congress will convene on January 3, 2021. Staff recommends several policy and appropriations priorities for the 2021 state and federal legislative sessions, arranged as follows:

- 8 legislative appropriation requests;
- 23 County projects for potential state and/or federal grant funding;
- 11 state-level legislative policy priorities, including support of the FAC 2021 Legislative Priorities, for the 2021 Florida Legislative Session; and
- 5 federal legislative policy priorities, including support of the NACo 2021 Legislative Priorities, for the first session of the 117th United States Congress.

Similar to previous years, the policy and appropriations priorities recommended in this workshop item are organized to target the County's most pressing issues and best align with the anticipated priorities of the 2021 state and federal legislative sessions.

In August 2020, the Legislature's Office of Economic and Demographic Research (EDR) produced updated revenue estimates for the state's 2021-22 fiscal year. The updated estimate projects a \$2.7 billion revenue shortfall for the upcoming fiscal year due to the economic effects of the COVID-19 pandemic. According to EDR's report, the strategies to address the shortfall may include reducing state expenditures, sweeping revenue from trust funds, adjusting or redirecting revenues, or utilizing reserve funds. As reported to the Board in the 2020 Florida Legislative Session Final Report at the July 14 meeting, the Governor vetoed approximately \$1 billion from the FY 2020-21 state budget to increase reserve balances. The Governor has also implemented a plan to reduce state agency spending by 6% during the current fiscal year in order to identify potential reductions to non-essential state services and programs.

In light of the projected FY 2021-22 state revenue shortfall and the prioritization of funding for critical needs related to the COVID-19 pandemic, the Legislature is not likely to provide

substantial funding for local projects during the 2021 session. In recent years, the Legislature has reduced funding for local projects, instead promoting the availability of existing grant programs through the executive branch. Accordingly, this item recommends a concise list of County projects for which to seek direct legislative funding that best align with the anticipated priorities of the Legislature during the 2021 session.

In addition to the list of projects for legislative funding, this workshop item also recommends Board direction to pursue grant funding for specific County projects that best align with existing executive branch grant programs. The County has been successful in recent years securing funding through many of these programs, particularly for major infrastructure projects. To best align the County's top priority projects with their most likely sources of state and federal funding, this item recommends that the Board direct staff to continue the County's successful strategy of seeking grant funding for these projects through regional, state, or federal agency grant programs as applicable.

In addition to the issues specific to Leon County identified herein by staff, much of the County's legislative advocacy each session is focused on issues of statewide importance in conjunction with FAC. FAC will finalize its 2021 legislative program during its upcoming Legislative Conference, which will take place December 2-4, 2020 in Duval County. The statewide issues identified by the FAC membership will assist staff in identifying the most critical issues facing counties during the state legislative session.

The Board may wish to add, remove, and/or amend legislative priorities as deemed appropriate for the County's 2021 state and federal legislative priorities. Upon Board approval, staff and the County's contract lobbying teams will pursue all of the priority issues approved by the Board. Notwithstanding this, staff will assign priority to any issue that the Board designates to receive a special level of attention in the upcoming legislative cycle. As always, staff will keep the Board apprised of legislative issues through agenda items and weekly updates during the 2021 legislative session.

PROPOSED APPROPRIATIONS REQUESTS 2021 FLORIDA LEGISLATIVE SESSION

Throughout the year, staff works to identify projects most suitable for legislative appropriation requests to support County projects. The Board's practice of retaining professional contract lobbying services enhances the County's advocacy efforts for these requests. The County's contract lobbying team provides a daily presence by advocating for the County's appropriations requests with the County's legislative delegation and other legislative leaders.

As discussed above, each year the County establishes a list of funding requests that aligns with the anticipated priorities of the Florida Legislature. In recent years, the Legislature has devoted considerable attention to economic and workforce development issues, disaster recovery and resilience, and has also allocated funding for local water projects. Also, the majority of local projects funded by the Legislature total \$500,000 less, include a one-to-one local match, and are "shovel-ready," meaning that design and permitting for the project has already been completed. Accordingly, Table #1 below reflects a concise, targeted set of County projects that best align

with these anticipated priorities of the Legislature during the 2021 session and for which local funding is available to provide a one-to-one match. Of note, in 2011 Congress discontinued the practice of providing direct appropriations (or “earmarks”) for local projects; as such, the list below reflects proposed requests for state legislative funding.

Table 1: Proposed 2021 Legislative Funding Requests

<u>Request:</u>	<u>Amount Requested:</u>	<u>Project Phase:</u>
Backup Generator – Secondary Special Needs Shelter	\$150,000	Capital/Fixed Assets
Backup Generators – Branch Libraries and Community Centers	\$500,000	Capital/Fixed Assets
Leon Works Expo and Junior Apprenticeship	\$50,000	Program Funding
Historic Amtrak Station Repairs and Renovation	\$500,000	Construction
Old Plank Road Drainage Project	\$400,000	Construction
Baum Road Drainage Project	\$375,000	Construction
Fords Arm/Timberlane Tributary Restoration	\$250,000	Construction
Fred George Wetland Restoration	\$300,000	Construction

In addition to the list above, the Board may wish to support funding requests from community partner organizations for projects that align with the County’s strategic and legislative priorities. Most recently, for instance, during the 2020 Florida Legislative Session the Riley House Museum received \$325,000 from the Legislature to support the Florida African American Historic Preservation Network. As such, the Board may wish to provide direction to support such projects at any meeting during the Legislative Session or throughout the year.

ADDITIONAL HIGH-PRIORITY COUNTY PROJECTS RECOMMENDED FOR POTENTIAL STATE OR FEDERAL GRANT FUNDING

In recent years, the Florida Legislature and the Governor have placed a greater emphasis on grant programs through the executive branch for local infrastructure projects. Last year, for example, in response to the significant economic and budgetary impacts of the COVID-19 pandemic, Governor Ron DeSantis’ line-item vetoes totaled over \$1 billion for FY 2020-21, specifically striking projects that bypassed state agency review or that would not benefit the state as a whole. This year, staff and the County’s contract lobbying team anticipate the Legislature and Governor maintaining an austere approach to budgeting during the upcoming 2021 session with a continued emphasis on funding for local projects through executive branch grant programs. Accordingly, staff is seeking Board direction to continue pursuing grant funding for the County projects listed in Table #2 below. For the reasons discussed above, these projects are less likely to be funded directly by the Florida Legislature; however, they do align with existing state and federal grant programs.

Table 2: Proposed Projects for 2021 Executive Agency Grant Requests

<u>Request:</u>	<u>Amount:</u>	<u>Project Phase:</u>
Capital Circle Southwest	\$100 million	Construction
Woodville Highway (Capital Circle to Paul Russell Road)	\$29.7 million	Construction
Northeast Gateway (Welaunee Blvd./Shamrock St.)	\$4.5 million	Design
Miccosukee Road Bridge Replacement	\$2 million	ROW/Construction
Orange Avenue Widening & Beautification	\$1.9 million	Design
Old Bainbridge/Capital Circle NW Intersection Improvements	\$955,000	ROW/Construction
North Monroe Gateway	\$520,000	Construction
Tram Road Crossdrain Replacement	\$600,000	Construction
Veterans Memorial Drive (CR 59) Bridge Replacement	\$530,000	Design/Construction
Old Bainbridge Road Safety Improvements	\$330,000	Construction
St. Marks Headwaters Greenway Trails	\$800,000	Construction
Orchard Pond Greenway Trail, Phase II	\$350,000	Design/Permitting
Capital Cascades Trail Segment 4	\$100,000	Construction
Lake Henrietta Renovation	\$1.5 million	Design/Construction
Fred George Greenway Boardwalk & Observation Decks	\$650,000	Design/Construction
J. Lee Vause Park Boardwalk & Observation Decks	\$650,000	Design/Construction
Williams Landing Improvements	\$450,000	Design/Construction
Coe Landing Improvements	\$200,000	Design/Construction
Harbinwood Estates Septic-to-Sewer Project	\$2.5 million	Design/Permit/Land Acquisition
Centerville Trace Septic-to-Sewer Project	\$1 million	Design
Leon South Regional Water System	\$750,000	Design/Construction
Springs Protection Projects*	Several	All Phases
Hazard and Flood Mitigation Projects**	Several	All Phases

* The County has grant agreements in place with the Florida Department of Environmental Protection to provide funding support for several additional septic-to-sewer projects in southside Leon County located in the Primary Springs Protection Zone to improve water quality for citizens.

** The County has submitted several hazard and flood mitigation projects consistent with the County's Local Mitigation Strategy for potential funding under the Hazard Mitigation Grant Program and the Community Development Block Grant (CDBG) Mitigation program. The Board adopted the most recent update to the Local Mitigation Strategy at the July 11, 2017 meeting.

PROPOSED POLICY REQUESTS 2021 STATE LEGISLATIVE SESSION

Like most legislation, Leon County's policy requests are generally incremental in nature, focusing on issues specific to Leon County that are built upon over the course of several legislative sessions. Additionally, staff annually evaluates the trends and issues affecting all County programs and services to identify potential legislative policy priorities. Statewide significant substantive issues range from maintaining the County's home rule authority to the state's current fiscal challenges and efforts to further reduce the size and scope of state government. As discussed earlier, the state's response to COVID-19 and the associated fiscal challenges are likely to dominate the Legislature's time this year.

Leon County's lobbying team will monitor the budgetary and programmatic decisions made by the Legislature to determine their impact, if any, on local governments in the form of cost shifts or unfunded mandates. In addition to the substantive policy issues identified by the County, staff works closely with FAC to identify developing issues that affect counties throughout the state. In many cases, Leon County joins FAC to advocate for or against initiatives that would substantially impact counties. Following is a listing of the proposed Leon County 2021 state legislative policy priorities. A brief overview of each issue is provided that includes the specific recommended legislative action.

Protection of the State Workforce

Issue: Recognizing that the state employees who live in Leon County are vital to our community, economy, and diversity, protecting the jobs of these workers from privatization and advocating for fair wages has continuously been a top priority of the Board during the legislative cycle. In addition, following major cuts to state positions in recent years, this is an issue also strongly supported by members of Leon County's legislative delegation.

During the 2020 Legislative Session, funding for a 3% across-the-board pay raise for state employees was included in the FY 2020-21 state budget. State employee pay raises were effective October 1, 2020. Staff will continue to monitor for any legislation affecting state employee pay and benefits, and will advocate on behalf of policies that benefit state employees during the 2020 session.

Action: Support the protection of the state workforce and oppose any reductions to state employee benefits.

County Health Department Structure

Issue: Florida's public health system was designed to provide shared state and local authority for public health governance. The Florida Department of Health (FDOH) operates 67 county health departments throughout the state to implement public health programs at the local level via agreements between the county and FDOH. As provided in Chapter 154, Florida Statutes, county health department staff are employees of the state, and each county health department is led by a Health Officer or Administrator who is appointed by the State Surgeon General

after the concurrence of the respective Board of County Commissioners. Each county health department Health Officer or Administrator reports to the FDOH Deputy Secretary for County Health Systems.

In light of the ongoing COVID-19 pandemic, the greatest public health challenge of modern times, it has never been more important to have in place a system of collaboration, coordination, and communication involving both the public health and emergency management communities. Unfortunately, the rapid escalation of the pandemic has been associated with confusing and sometimes contradictory communication about its spread and what individuals need to know and do to protect their lives and health, and that of others. These sometimes contradictory messages are confusing to the general public and may undermine both the public health response and public trust in official sources of critical public health information. Citizens need reliable and actionable information, based on expert, objective public health guidance, to help them understand their risk of exposure as they go about their lives. The public needs clarity and transparency about stay-at-home orders, travel bans, personal protection efforts, and social distancing. A responsible communication response to public health emergencies requires cooperation and coordination among all units and levels of government.

Throughout the COVID-19 pandemic, local governments in Florida have received insufficient information and communications from FDOH regarding situations, risks, and guidance relative to personal protective action inhibiting disease spread. As each community's situation is unique with respect to the prevalence of the coronavirus, community demographics and characteristics, and risk factors, it is critical for public health officials to provide guidance that is relevant to the specific community. However, decisions regarding re-opening, personal protective measures, and communicating risk to the public have been made at the highest levels of state government on the basis of politics rather than objective, expert public health guidance. As such, requests from local governments for official public health guidance or interpretation from FDOH have consistently been met with an inability or unwillingness to respond.

Communicating effectively with the public about specific threats is a critical, foundational element of successful emergency management and public health. It helps mitigate risks, supports the implementation of protective actions, and contributes to minimizing negative mental health impacts of public health emergencies. As such, it is recommended that the Legislature direct that a study be conducted to review and identify recommendations for establishing a statewide public health agency that is independent of direct executive or legislative control. The existence of such an independent public health agency would better ensure the consistent, timely, and objective communication of vital public health information during the current COVID-19 crisis as well as future emergencies.

Action: Support legislation requiring a study to review and identify recommendations for establishing an independent statewide public health agency.

Modification of the Eligibility for Levying the Local Option High Impact Tourist Development Tax

Issue: A top priority for the Board during recent legislative sessions has been to seek the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax. In Leon County, proceeds from a local option High Impact Tourist Development Tax could be used to support operating costs of a convention center contemplated as part of FSU's Arena District Master Plan to modernize its facilities and grow the campus footprint. The County and City Commissions have allocated up to \$30 million of local funds from a voter-approved sales tax referendum in support of the project.

On March 12, 2020 the Blueprint Intergovernmental Agency (IA) Board of Directors accepted a market feasibility study conducted by HVS Global Hospitality Services on the proposed Convention Center project and directed the Blueprint Intergovernmental Management Committee to develop and execute a Memorandum of Understanding with FSU to formalize the development, operational, and maintenance responsibilities for the new convention center. Blueprint staff is currently working with FSU to develop this MOU.

Action: Support the revision of Sec. 125.0104, F.S. to modify the eligibility of counties to levy the Local Option High Impact Tourist Development Tax.

Monument to Confederate Soldiers from Leon County at the Florida Capitol Complex

Issue: In 1882, a group of local women commissioned a monument dedicated to Confederate Civil War soldiers from Leon County. It was originally placed on the west side of the Florida Capitol (which is now the Historic Capitol) and in 1923 was moved to its present location in front of the Historic Capitol facing Monroe Street. An inscription at the base of the monument indicates that it was built "To rescue from oblivion and perpetuate in the memory of succeeding generations the heroic patriotism of the men of Leon County who perished in the Civil War of 1861 to 1865" and was "raised by their country women." Although the monument does not explicitly reference the Confederacy, Florida voted to secede from the United States in January 1861 and fought on behalf of the Confederacy during the Civil War before being readmitted to the Union in 1868. On the remaining three sides of the monument are inscribed the Civil War battles these men participated in.

Several members of the Florida Legislature, including members of Leon County's legislative delegation, and others have called for the monument's removal in recent years. At the June 16, 2020 meeting, the Board directed staff to explore the history of the monument as well as any options to potentially relocate it. Since that time, County staff, the County Attorney, and the County's contract lobbyist have reached out to the Florida Department of Management Services (DMS), the Senate Secretary's Office, and the Florida Historic Capitol Museum to determine which entity controls the monument, but these agencies have provided conflicting responses. The County Administrator subsequently sent letters to the DMS

Secretary, Senate Secretary, Governor, and Senate President requesting assistance to determine who controls the monument, but the County has received no response as of the publication of this item. As such, it remains unclear at this time which entity controls the monument.

At the October 13, 2020 meeting, Commissioners reflected on the possibility of adding to the monument to provide historical context regarding Florida's status as a state that seceded from the United States and as a state that allowed slavery prior to federal enforcement of the Emancipation Proclamation at the end of the Civil War in 1865. Of note, in 2018, the Florida Legislature passed a bill directing the creation and installation of a Slavery Memorial to be placed at the Florida Capitol. According to the Florida DMS website, the monument will "recognize the fundamental injustice, cruelty, brutality and inhumanity of slavery in the United States and the American colonies and to honor the nameless and forgotten men, women, and children who have gone unrecognized for their undeniable and weighty contributions to the United States." During the 2020 session, the Legislature appropriated \$400,000 for the construction of the Florida Slavery Memorial, which will be installed on the South Plaza of the Florida Capitol.

Given the uncertainty regarding which State entity controls the Confederate monument located at the Capitol Complex, at the October 13 meeting the Board also authorized the County Administrator to send a letter to the State requesting permission for the County to take ownership and remove the monument. It is also recommended that the Board support legislation to effectuate the relocation of the monument. Should the Board wish to include this issue as a legislative priority, staff would also include a resolution of support for this legislation as part of the agenda item seeking ratification of this workshop at the November 17 meeting.

Action: Support legislation requiring the relocation of the Confederate monument that is currently located at the State of Florida Capitol Complex.

Establish Florida's Emancipation Day as a State Holiday

Issue: Emancipation Day in Florida is traditionally celebrated on May 20 to recognize the emancipation of African-American slaves. The Emancipation Proclamation was issued by President Abraham Lincoln on January 1, 1863; however, it was more than two years later at the end of the Civil War, on May 10, 1865, that Union Brigadier General Edward M. McCook arrived in Tallahassee to take possession of the city from Southern forces. On May 20, 1865, after official control of the region was transferred to Union forces, General McCook declared the Emancipation Proclamation in effect. At the September 29, 2020 meeting, the Board approved a resolution of support for establishing May 20, Florida's Emancipation Day, as a state holiday in celebration of the past, present, and future of Black economic liberation and those who work toward that liberation.

Action: Support legislation establishing May 20, Florida's Emancipation Day, as a state holiday.

Removal of Racially Restrictive Covenants from Recording Documents

Issue: In the 1930s, a Federal Housing Administration (FHA) grant required certain restrictions be imposed on property owners in subdivisions being developed throughout the country before those owners could obtain FHA loans. As a result of this program, suburbs or neighborhoods were created (including in Leon County) that restricted any race, except Caucasians, to reside in those neighborhoods. In 1948, the United States Supreme Court held that the enforcement of racially restrictive covenants violates the United States Constitution and ruled that those covenants are unenforceable. In 1968, the Federal Fair Housing Act made the practice of writing racially restrictive covenants into recording instrument on real property illegal. However, these documents remain in the Official Records and are often circulated as part of the title history to prospective purchasers of real property.

During the 2020 session, the House and Senate unanimously passed SB 374, which provides that that discriminatory restrictions in any title transaction are unlawful, unenforceable, and declared null and void. With respect to covenants and restrictions affecting a property, the bill establishes a process by which a parcel owner may request a discriminatory provision be removed from the covenant or restriction by majority vote of the respective property owners' association. It is anticipated that the local community group which supported the 2020 legislation will seek additional legislation during the 2021 session to establish a process for the automatic removal of discriminatory provisions from these documents.

Action: Support legislation to establish a process for the automatic removal of discriminatory provisions from real property covenants and restrictions, and support the appropriation of state funding to support any associated costs.

Medicaid Expansion

Issue: The Medicaid program was established in 1965 as a federal-state-local partnership to provide health insurance coverage to low-income children and their families, seniors and people with disabilities. The federal government provides oversight and broad guidelines for Medicaid, such as minimum eligibility and benefit requirements, while states have flexibility within these guidelines in administering the program, often in partnership and with assistance from counties. This flexibility allows states to respond to unforeseen increases in health care needs and costs due to factors such as changing demographics, new medical technology and ways to deliver care as well as public health emergencies such as Zika and most recently, COVID-19.

The Affordable Care Act (ACA) granted states the ability to expand Medicaid eligibility to nearly all low-income adults, including those without children, earning up to 138% of the federal poverty level. In 2012, the U.S. Supreme Court ruled that this expansion of the Medicaid program is optional for states (National Federation of Independent Business v. Sebelius). Florida is currently one of

twelve states that have not opted to expand coverage to low-income adults without children under the ACA. Voters in Missouri and Oklahoma approved referenda in 2020 to expand Medicaid in their states.

According to a 2019 report by the Florida Policy Institute, to qualify for Medicaid in Florida, a family of three with dependent children must not earn more than 32% of the federal poverty level, or \$6,825 per year. To qualify for marketplace health insurance assistance, a family of three with dependent children must earn at least \$21,330 per year. Families between \$6,825 and \$21,330 annual income are not eligible for any coverage, representing what is known as the “coverage gap.” If Florida were to expand Medicaid, the Legislature’s Office of Economic and Demographic Research has projected that for FY 2022-23, 964,056 Floridians would gain access to affordable health care. This includes adults in the coverage gap and those with incomes up to 138% of poverty.

To offset the financial burden of covering additional individuals, the federal government covered 100% of the Medicaid costs for newly eligible enrollees in 2016, 94% of costs starting in FY 2018, and 90% in 2020 and thereafter. According to the Florida Policy Institute report referenced above, the State of Florida would realize an estimated net savings of nearly \$200 million in FY 2022-23 by accessing these enhanced federal matching funds for income-based Medicaid beneficiaries under expansion. Additionally, in a paper published in 2020 in the New England Journal of Medicine, researchers from Harvard and the Massachusetts Institute of Technology concluded that Medicaid spending has been subsidized entirely by increased federal funding to states that have expanded access, with no significant changes in spending from state revenues associated with Medicaid expansion and no evidence that Medicaid expansion forced states to cut back on spending on other priorities, such as education, transportation, or public assistance. The paper also found that the enhanced federal matching dollars from Medicaid in expansion states also offset costs incurred by public hospitals, mental health centers, and health care providers for people involved in the criminal justice system.

As a result of the COVID-19 pandemic, the number of people needing medical care has increased significantly, as well as the number of Florida and Leon County residents who have fallen into low-income brackets due to unemployment. Given these considerations, the Medicaid Matters for Florida Coalition and the League of Women Voters requested Leon County’s support in advocating for the State of Florida to accept federal funding to expand Medicare coverage. The Board adopted a resolution of support for Medicaid expansion in Florida at the September 29, 2020 meeting.

Action: Support the expansion of the Medicaid program in Florida to provide coverage eligibility for adults under the age of 65 with incomes up to 138% of the federal poverty level, as provided in the Affordable Care Act.

Tobacco 21

- Issue:** At the December 10, 2019 meeting, the Board adopted a resolution in support of statewide legislation to prohibit the sale of tobacco and vaping products to those under the age of 21 and to require retail licensure of vaping establishments. During the 2020 session, the Legislature passed SB 810, which would raise the minimum age to purchase any tobacco products from 18 to 21. SB 810 would also create a requirement for retailers who deal only in vaping products to obtain a “limited” tobacco retail permit which would be provided at no cost to the applicant. However, on September 8, 2020, Governor Ron DeSantis vetoed SB 810.
- Action:** Support statewide legislation to prohibit the sale of tobacco and vaping products to those under the age of 21 and to require retail licensure of vaping establishments.

Amtrak Passenger Rail Restoration

- Issue:** In August 2005, Amtrak’s Sunset Limited, passenger rail service for the Gulf Coast Region between New Orleans and Jacksonville through Leon County, was suspended due to the impacts of Hurricane Katrina. Shortly after, Leon County began to engage our local legislative delegation, CSX, FDOT, and others to advocate for the restoration of passenger rail service, which remains suspended today because of the cost and challenges associated with restoring service to this route. Efforts are ongoing at this time to restore rail service between New Orleans, Louisiana and Mobile, Alabama; however, the State of Florida has not joined these efforts to extend passenger rail service into Florida (more detail provided in the following section regarding federal policy priorities).
- Action:** Support efforts to restore passenger rail service between New Orleans and Jacksonville through Leon County.

Public Safety on College and University Campuses

- Issue:** Gun rights legislation has taken a prominent role during recent legislative sessions, with a broad variety of bills introduced each year addressing how and where firearms can be carried in Florida, including college and university campuses. Under current law, it is illegal for a person to carry a weapon onto a college or university campus, regardless of whether that person holds a concealed carry permit. In 2015, the Board unanimously approved a resolution supporting Florida State University, Florida A&M University, and Tallahassee Community College in their unified opposition to allowing concealed weapons on university and college campuses. This has also been a top priority of the Board during previous legislative sessions.
- Action:** Oppose statutory changes to Section 790.06, F.S. that would allow the concealed carrying of firearms into college or university facilities.

Florida Association of Counties (FAC) Issues

Issue: FAC's mission is to help Florida's counties serve and represent Floridians by preserving county home rule through advocacy, education, and collaboration. Representing all 67 counties before the Florida Legislature, FAC addresses issues that have broad statewide appeal such as the opposition of unfunded mandates or cost shifts to counties, growth management, annexation, revenue-sharing, and water management issues.

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 took place September 21-22, 2020, and FAC will finalize its 2021 federal and state legislative program during the 2020-21 Legislative Conference, which will take place December 2-4 in Duval County. The statewide issues identified by the FAC membership will assist staff in identifying the most critical issues facing counties during the state legislative session. Accordingly, staff recommends the Board's support of the 2021 FAC legislative program unless specific issues conflict with Leon County's interests.

Proposed Florida Constitutional Amendments on the November 2020 Election Ballot

This year, Florida voters will consider six proposed state constitutional amendments on the November 3 general election ballot. Following is an overview of the six statewide initiatives, each of which requires approval by 60% of voters in order to be adopted into the Florida Constitution:

<u>Title:</u>	<u>Type:</u>	<u>Description:</u>
Amendment 1: Citizenship Requirement to Vote in Florida Elections	Citizen-initiated	This amendment provides that only United States Citizens who are at least eighteen years of age, a permanent resident of Florida, and registered to vote, as provided by law, shall be qualified to vote in a Florida election.
Amendment 2: Raising Florida's Minimum Wage	Citizen-initiated	Raises minimum wage to \$10.00 per hour effective September 30th, 2021. Each September 30th thereafter, minimum wage shall increase by \$1.00 per hour until the minimum wage reaches \$15.00 per hour on September 30th, 2026. From that point forward, future minimum wage increases shall revert to being adjusted annually for inflation starting September 30th, 2027.

Amendment 3: All Voters Vote in Primary Elections for State Legislature, Governor, and Cabinet	Citizen-initiated	Allows all registered voters to vote in primaries for state legislature, governor, and cabinet regardless of political party affiliation. All candidates for an office, including party nominated candidates, appear on the same primary ballot. Two highest vote getters advance to general election. If only two candidates qualify, no primary is held and winner is determined in general election. Candidate's party affiliation may appear on ballot as provided by law. Effective January 1, 2024.
Amendment 4: Voter Approval of Constitutional Amendments	Citizen-initiated	Requires all proposed amendments or revisions to the state constitution to be approved by the voters in two elections, instead of one, in order to take effect. The proposal applies the current thresholds for passage to each of the two elections.
Amendment 5: Limitations on Homestead Property Tax Assessments; increased portability period to transfer accrued benefit	Legislatively-referred	Proposing an amendment to the State Constitution, effective January 1, 2021, to increase, from 2 years to 3 years, the period of time during which accrued Save-Our-Homes benefits may be transferred from a prior homestead to a new homestead.
Amendment 6: Ad Valorem Tax Discount for Spouses of Certain Deceased Veterans Who Had Permanent, Combat-Related Disabilities	Legislatively-referred	Provides that the homestead property tax discount for certain veterans with permanent combat-related disabilities carries over to such veteran's surviving spouse who holds legal or beneficial title to, and who permanently resides on, the homestead property, until he or she remarries or sells or otherwise disposes of the property. The discount may be transferred to a new homestead property of the surviving spouse under certain conditions. The amendment takes effect January 1, 2021.

PROPOSED POLICY REQUESTS

117TH UNITED STATES CONGRESS, FIRST SESSION

Each year staff evaluates the trends and issues affecting all County programs and services to identify potential policy or substantive legislative issues at the federal level. Most substantive issues affecting the County at the federal level are coordinated through the County's National Association of Counties (NACo) representation. Squire Patton Boggs, the County's federal contract lobbying firm, works closely with staff on select federal policy issues that have been identified as Leon County priorities by the Board. Staff coordinates regularly with the County's

federal lobbying team by phone and e-mail to strategize on key budget issues and to identify federal grant opportunities that could potentially fund Leon County projects. In addition, Squire Patton Boggs assists staff in preparing regular updates to the Board on federal legislative activities. A comprehensive update on federal legislative and regulatory actions compiled by Squire Patton Boggs is included as Attachment #1 to this agenda item.

Following are the proposed Leon County 2021 federal legislative policy requests for the first session of the 117th Congress. Each request provides a brief overview of the issue and indicates the specific recommended legislative action.

Federal COVID-19 Relief for Counties

Issue: On March 27, 2020 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. This legislation provides \$2.2 trillion of economic relief and stimulus for businesses, individuals, federal agencies, and state and local governments, including a \$150 billion Coronavirus Relief Fund for state and local government to help offset necessary expenditures incurred due to the COVID-19 public health emergency. As provided in the CARES Act, 12 Florida counties with a population greater than 500,000 received direct allocations from the U.S. Treasury totaling \$2.47 billion. Counties less than 500,000 in population were not eligible to receive a direct payment under the CARES Act; however, the bill allowed states to distribute funds to local governments under 500,000 in population. On June 10, the Governor announced that the State of Florida will disburse the remaining funds allocated to Florida (totaling up to \$1.275 billion) to counties with a population below 500,000 through FDEM for expenditures eligible for reimbursement.

At the July 14, 2020 Budget Workshop, the Board approved the “Leon CARES” expenditure plan to distribute Leon County’s allocation of \$51.2 million in Coronavirus Relief Funds under the CARES Act. The Leon CARES plan provides funding for essential public health and safety expenditures related to COVID-19, direct assistance to individuals experiencing financial hardship, a broad range of human service needs, and critical economic relief to the local business community, consistent with the requirements of the CARES Act, U.S. Treasury guidance, and the County’s Funding Agreement with the Florida Division of Emergency Management. The County is currently implementing the Leon CARES plan at this time.

Importantly, the CARES Act did not provide for Coronavirus Relief Funds to be used to offset decreases in revenues as a result of the economic impact of the pandemic. As such, this funding does not address the significant challenge of balancing the County’s budget, given the severe revenue losses associated with the conscious decision to shut down the economy to help mitigate the spread of COVID-19. As reported to the Board during the July 14 Budget Workshop, these revenue losses are anticipated to total approximately \$17 million.

Since the passage of the CARES Act in March, the U.S. House, Senate, and representatives of the President's administration have negotiated additional relief legislation, potentially including new funding for public health measures, additional economic stimulus payments to individuals, and continued support for businesses, and more, as well as additional relief to state and local governments to offset lost revenues. However, as of the publication of this agenda item, Congress has not yet agreed on additional COVID-19 relief legislation.

The National Association of Counties (NACo) has strongly advocated for additional relief legislation since the passage of the CARES Act. A letter from NACo to U.S. House and Senate leadership is included as Attachment #2 to this agenda item which provides a list of additional COVID-19 priorities for county governments in any future relief legislation. These priorities include additional, flexible funding for county governments, provisions for public health measures and health care resources, continued assistance for individuals and businesses, strategies to support economic recovery, and more.

Action: Support federal COVID-19 relief legislation that includes flexible funding for county governments that can be used to address lost revenue and support critical local response efforts to the COVID-19 pandemic.

Establish Juneteenth as a Federal Holiday

Issue: Juneteenth is recognized as the end of chattel slavery and the emancipation of African-American slaves throughout the United States and is commemorated on the anniversary date of the June 19, 1865 announcement by Union Army Major General Gordon Granger proclaiming freedom from slavery in Texas.

At the September 29, 2020 meeting, the Board approved a resolution of support for establishing Juneteenth (June 19) as a federal holiday in celebration of the past, present, and future of Black economic liberation and those who work toward that liberation.

Action: Support legislation establishing Juneteenth (June 19) as a federal holiday.

Amtrak Passenger Rail Restoration

Issue: As described in the previous section of this workshop item, Congress approved the Passenger Rail Reform and Investment Act of 2015, establishing the Gulf Coast Rail Service Working Group (GCRSWG) to evaluate the restoration of intercity passenger rail service in the Gulf Coast region between New Orleans and Orlando. In 2016, Amtrak visited each of the suspended service station areas along the Gulf Coast route to examine the existing conditions of the station areas and worked with the Southern Rail Commission to identify new ideas for intercity passenger rail. Following the tours, the GCRSWG worked to develop a report to determine possible track improvements, capacity cost assessments, and operational readiness. The report incorporates cost estimates for suspended stations, opportunities to enhance platform safety conditions, and other "state of

good repair” items identified by Amtrak as well as findings from a capacity assessment related to restoring passenger service conducted by CSX.

In July 2017, the GCRSWP’s final report was presented to Congress. The report identified securing the necessary funds for both capital improvements and sustained financial support to cover projected operating losses as a key challenge to implementing the restored passenger rail service. The final report identified short-term and long-term phase projects and federal funding opportunities to support restoration efforts including the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program and the Restoration and Enhancement Grants (REG) Program.

In recent years, state and local governments in Louisiana, Mississippi, and Alabama have been successful in securing grants through CRISI and REG to address key infrastructure needs and to support operations of passenger rail service between New Orleans, Louisiana and Mobile, Alabama. In 1982, these three states formed an interstate rail compact now known as the Southern Rail Commission (SRC) for the purpose of supporting rail service. The SRC allows for membership by contiguous states; however, Florida has not elected to join. Working with local, state, and federal governments, the SRC has secured funds to resume twice-daily passenger rail service between New Orleans and Mobile in 2023.

Action: Support federal funding through programs such as CRISI and REG to facilitate the restoration of passenger rail service in the Gulf Coast region.

Foreign Trade Zone Application

Issue: In 1934, the United States created the Foreign Trade Zone (FTZ) Program to improve the competitiveness of U.S. companies versus foreign based companies. The FTZ is a designated area within a country where imported goods can be stored or processed without being subject to import duty, helps level the playing field, and improves U.S. competitiveness by reducing operation costs. An FTZ helps to encourage value-added activities at U.S. facilities in competition with foreign alternatives by allowing delayed or reduced duty payments on foreign merchandise, as well as other savings. The advantages of having an FTZ can be the difference a company needs to have access to global markets and keep or locate manufacturing or distribution operations in the region. The benefits associated with businesses in the FTZs will vary depending upon the type of operation involved and authority granted by the Foreign-Trade Zones Board and Customs, but generally may include duty exemptions/deferrals, reduction or inverted tariffs, merchandise processing fee reductions, and others. In 2014, the Tallahassee City Commission authorized staff to pursue the creation of a FTZ at the Tallahassee International Airport. The City is currently in coordination with the Federal Government to complete prerequisite steps to finalize its formal application to establish a FTZ.

Action: Support the City of Tallahassee's application for a Foreign Trade Zone at the Tallahassee International Airport.

National Association of Counties (NACo) Issues

Issue: The National Association of Counties (NACo) advocates with a collective voice on behalf of America's 3,069 county governments. Its membership includes urban, suburban, and rural counties. NACo's advocacy efforts are guided by a policy platform and single-subject policy resolutions adopted at each annual conference by policy committees and the full membership. Each year, most of the County's substantive federal priorities align with NACo's policy platform. For the first session of the 117th Congress, Leon County has several substantive federal priorities which NACo will be advocating for or against on behalf of all counties across the nation including COVID-19 relief, infrastructure funding, health care and mental health reform, economic and workforce development, development of broadband technology and infrastructure, disaster relief and resilience, and more. NACo's current federal policy priorities are included as Attachment #3 to this agenda item.

Options:

1. Approve the 2021 state and federal legislative priorities.
2. Provide any additional Board direction on the County's 2021 state and federal legislative priorities.
3. Do not approve the 2021 state and federal legislative priorities.
4. Board direction.

Recommendation:

Options #1 and #2

Attachment:

1. Squire Patton Boggs Summer 2020 Federal Update
2. NACo Letter to House and Senate Leadership, dated April 6, 2020
3. NACo Federal Policy Priorities

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

Leon County Board of County Commissioners

Agenda Item #6

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Request to Schedule Two Public Hearings to Consider a Development Agreement Between Leon County, Pepe Silvia Group, LLC and the Estate of Samuel William Crowder, for January 26, 2021 and February 9, 2021

Review and Approval:	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	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 approval to schedule two Public Hearings to consider a Development Agreement to provide for the redevelopment of a 10.5-acre property (Swamp Fox Road Parcel) located on the south side of Swamp Fox Road and the establishment of a flood attenuation stormwater management facility needed for the planned redevelopment. A portion of a 17.6-acre property (Crowder Parcel) located adjacent to the CSX railroad and north of Hwy 20, adjacent to the stormwater management facility, would be donated to the County for future expansion or other public infrastructure needs.

Fiscal Impact:

This item has no fiscal impact. Should the Board approve a final Development Agreement, the donation of property will provide a savings on land acquisition costs should the County expand the flood attenuation stormwater management facility or plan other public infrastructure improvements.

Staff Recommendation:

Option # 1: Schedule two Public Hearings to consider a Development Agreement between Leon County, Pepe Silvia Group, LLC and the Estate of Samuel William Crowder (Attachment #1), for January 26, 2021 and February 9, 2021 at 6:00 p.m.

Report and Discussion

Background:

On September 15, 2020, the Board authorized staff to negotiate a Development Agreement (DA) between Leon County, Pepe Silvia Group, LLC and the Estate of Samuel William Crowder. This item seeks Board approval to schedule two Public Hearings to consider a DA pursuant to Florida Statutes and the Land Development Code (LDC), to provide for the redevelopment of a 10.5-acre property (Swamp Fox Road Parcel) located on the south side of Swamp Fox Road and the establishment of a flood attenuation stormwater management facility needed for the planned redevelopment. A portion of a 17.6-acre property (Crowder Parcel) located adjacent to the CSX railroad and north of Hwy 20, adjacent to the stormwater management facility, would be donated to the County for future expansion or other public infrastructure needs.

Leon County Development Support and Environmental Management (DSEM) 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 the Swamp Fox Road Parcel, which is located within the 100-year floodplain. The Pepe Silvia Group, LLC, is currently under contract to purchase the Crowder Parcel, owned by the Samuel William Crowder Estate, for the establishment of a flood attenuation stormwater management 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 stormwater management 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 #2.

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 stormwater management 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 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

Title: Request to Schedule Two Public Hearings to Consider a Development Agreement Between Leon County, Pepe Silvia Group, LLC and the Estate of Samuel William Crowder, for January 26, 2021 and February 9, 2021

November 17, 2020

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calendar days to all property owners and registered business and homeowner associations within 800 feet of the subject property. County staff determined that the application was sufficient, all required fees have been paid by the Applicant, and the notice requirements have been satisfied for this application. On September 15, 2020, the Board authorized staff to proceed with the negotiation process. The County has worked with the Applicant on the proposed terms of the DA for consideration 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 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 schedule two required Public Hearings to consider a DA between Leon County, 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, that would allow for the establishment of a flood attenuation stormwater management facility by the Applicant to support the redevelopment of the Swamp Fox Road Parcel and to donate additional property to the County.

The donation of property will provide the County the ability to expand the flood attenuation stormwater management 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. 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 stormwater management 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 have been the subject of the authorized negotiations. The flood attenuation facility will be designed with a total planned capacity to accommodate the compensating flood volume of the redevelopment of the Swamp Fox Road Parcel post-development condition. Upon completion, the portion of property containing the flood attenuation stormwater management 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-

Title: Request to Schedule Two Public Hearings to Consider a Development Agreement Between Leon County, Pepe Silvia Group, LLC and the Estate of Samuel William Crowder, for January 26, 2021 and February 9, 2021

November 17, 2020

Page 4

1, Sec. 10-6.645 of the LDC) and Light Industrial (M-1, Sec. 10-6.652 of the LDC) zoning district standards, respectively. The proposed flood attenuation stormwater management facility will also be subject to compliance with the Environmental Management Act for stormwater standards. Exhibits A, B, B-1, C, C-1 and D of the DA are included as Attachment #3.

The DA includes securing the donation of the property necessary to construct the flood attenuation stormwater management facility including the portion of the facility to be constructed by the developer. The DA does not include any details on any required site plans, environmental permitting or provide authority to commence development. Any required site plan approval and environmental permitting will occur at a later stage in the development process. Separate public notice, if required, will be provided should a site and development plan be been filed with Leon County.

Pursuant to Florida Statutes and the Leon County LDC, the proposed DA will require two Public Hearings by the Board prior to approval. This item requests the Board schedule two Public Hearings to consider the proposed DA for January 26, 2021 and February 9, 2021 at 6:00 p.m.

Options:

1. Schedule two Public Hearings to consider a Development Agreement between Leon County, Pepe Silvia Group, LLC and the Estate of Samuel William Crowder (Attachment #1), for January 26, 2021 and February 9, 2021 at 6:00 p.m.
2. Do not schedule two Public Hearings to consider a Development Agreement between Leon County, Pepe Silvia Group, LLC and the Estate of Samuel William Crowder, for January 26, 2021 and February 9, 2021 at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Development Agreement
2. Location Map
3. Exhibits A, B, B-1, C, C-1 and D

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("County"), and Pepe Silvia Group, LLC, a Florida company, manager or managing member of said entities (collectively referred to as "Developer") and the Estate of William Samuel Crowder ("Seller").

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 altered 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 volume of 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**; and

WHEREAS, the Developer desires to construct a flood attenuation stormwater management facility on the Crowder Parcel to account for fill placed on the Swamp Fox Parcel in association with the proposed redevelopment; and

WHEREAS, in consideration for being able to provide offsite compensating floodplain volume on the Crowder Parcel for the proposed redevelopment of the Swamp Fox Road Parcel, the Developer is obligated to provide a public benefit to the County; and

WHEREAS, the Developer will convey fee simple title to the County of approximately 8 – 9 acres, described in **Exhibit C**; and

WHEREAS, the County has identified the public benefit as the ability to expand the flood attenuation facility on the Crowder Parcel for public projects located within the same basin by cooperating with the Developer; and

WHEREAS, the County and the Developer wish to participate in an agreement that would provide a public benefit to the County, and also allow the proposed redevelopment of the Swamp Fox Road Parcel by the Developer; and

WHEREAS, this Agreement does not address traffic concurrency; 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. **Permitted Land Uses.** The properties contemplated in this agreement may be developed with the uses and intensities allowed by the current M-1 and OA-1 districts, unless subsequently approved for rezoning by the Board. The Swamp Fox Road Parcel is currently developed with approximately 55,000 square feet of warehouse and office buildings. Redevelopment of the Swamp Fox Road Parcel was approved by the Development Review Committee in February 2019 which provides for a net increase of 56,000 square feet of total onsite gross building floor area. It is also anticipated that the 8-9 acre portion of the Crowder Parcel to be

transferred to the County will be developed with a flood attenuation stormwater management facility, while the remainder of the Crowder Parcel will continue to be subject to the uses, densities, intensities and development standards of the OA-1 district, unless subsequently approved for rezoning by the Board. Light infrastructure, which includes flood attenuation stormwater management facilities, is a compatible use within the OA-1 zoning district.

4. Property Transfer.

The Developer will transfer by warranty deed to the County fee simple title to approximately 8-9 acres as identified in **Exhibit C** with no encumbrances or title exceptions excepting for those existing easements identified in **Exhibit C-1**. The transfer of said property shall occur at no cost to the County upon completion of the construction by Developer of the flood attenuation stormwater management facility 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 construction of the flood attenuation stormwater management facility and any improvements needed to provide roadway access to the Crowder Parcel through the provided easement for redevelopment of the Swamp Fox Road Parcel.
- b. The Developer may proceed with construction of the proposed improvements on the Swamp Fox Road 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 flood attenuation stormwater management facility depicted on **Exhibit C-1** and transfer of title of the property identified in **Exhibit C** to the County or alternative public entity.

5. General Development Requirements. Construction of the flood attenuation stormwater management 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 the 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 current Airport Vicinity (OA-1) District, unless approved for a rezoning, 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 the County with property transfer as necessary to provide legal access.

6. Description of Necessary Development Permits. A Natural Features Inventory, Environmental Impact Analysis, Environmental Management Permit, and National Pollutant Discharge Elimination System Permit shall be required prior to commencement of construction of the flood attenuation stormwater management facility on the Crowder Parcel. Subdivision of the Crowder Parcel to facilitate the fee simple 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.
7. 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 this Agreement shall be binding upon and shall inure to all successors in interest to the County, Developer and Seller.
8. Term. The rights and obligations of 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. Paragraph 3 shall survive this term as it relates to the transfer of the property as depicted on Exhibit B-1 subsequent to construction of the flood attenuation facility.
9. Approval and Effective Date. Approval of the Agreement shall expire unless, within 30 days after approval by the Board of County Commissioners, the Agreement is fully executed by County, Developer, and Seller. 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. The Agreement does not extend the duration of permits or approvals or allow for development that is not consistent with the Leon County Land Development Code.
10. Applicable Law. This Agreement shall be interpreted under the laws of the state of Florida.
11. 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.

12. **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.
13. **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.
14. **Complete Agreement.** This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.
15. **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.
16. **Termination.** If, for any reason, closing does not occur as contemplated between the Seller and Developer, the Developer may terminate this Agreement. If the Developer elects to terminate, Developer will provide County with written notice and the Agreement will become null and void.
17. **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 _____.

IN **WITNESS WHEREOF**, the Parties hereto, through their duly authorized representatives, have executed this Development Agreement.

LEON COUNTY, FLORIDA:

By: _____
Bryan Desloge, Chair
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: _____

Witnesses:

Pepe Silvia 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

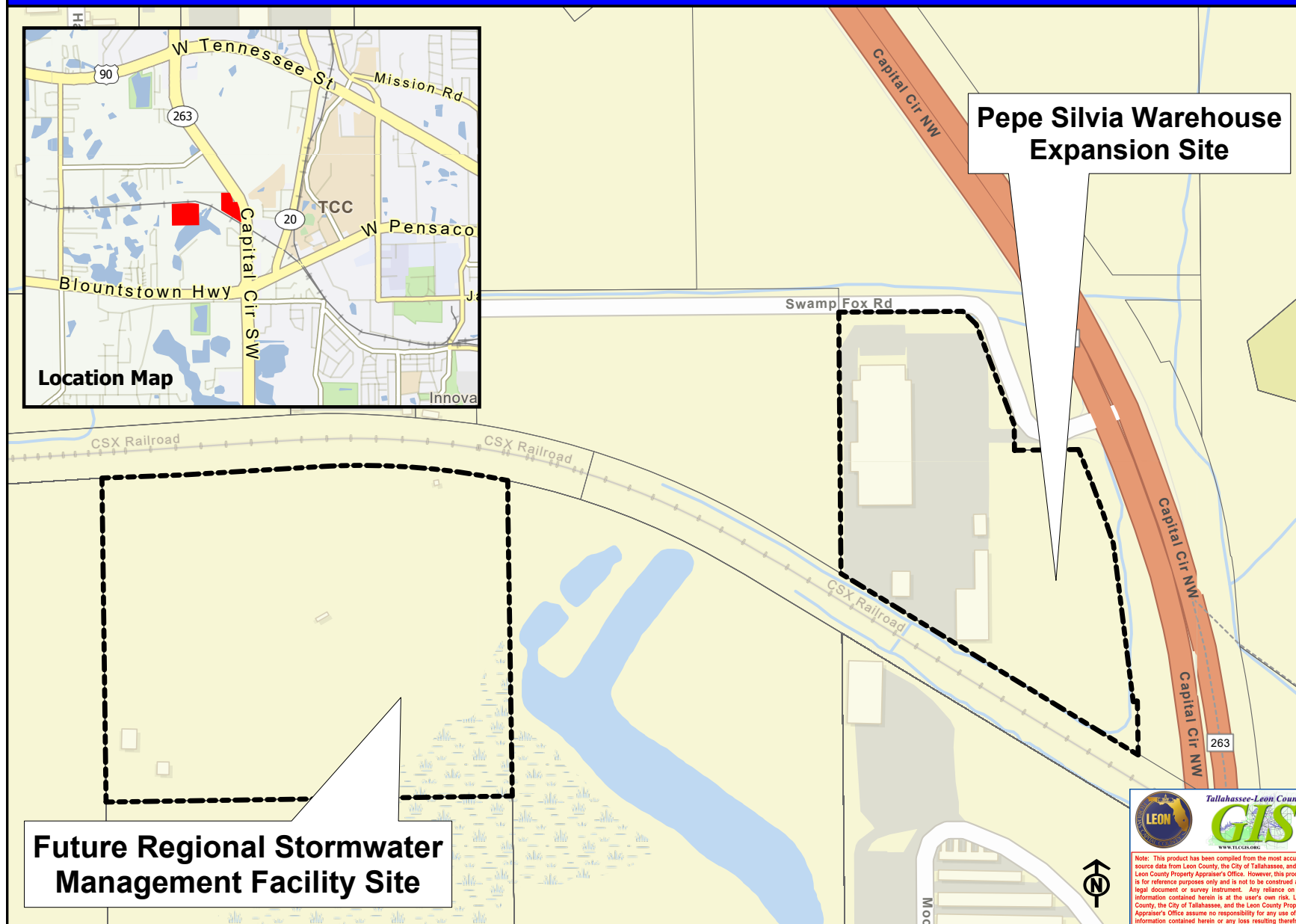
**Estate of William Samuel
Crowder**

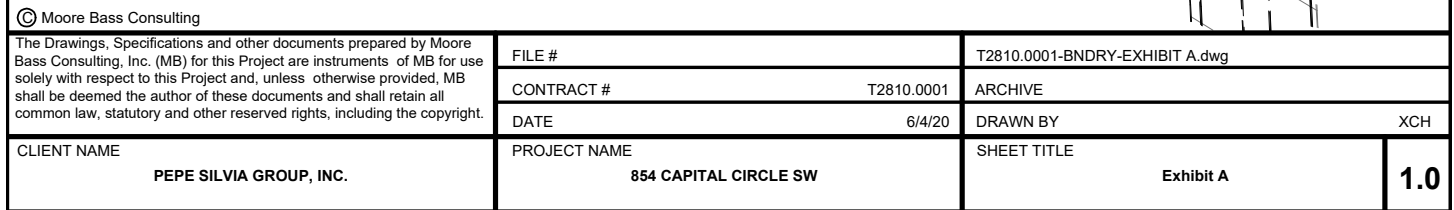
By: _____
Julian Proctor Crowder,
Personal Representative

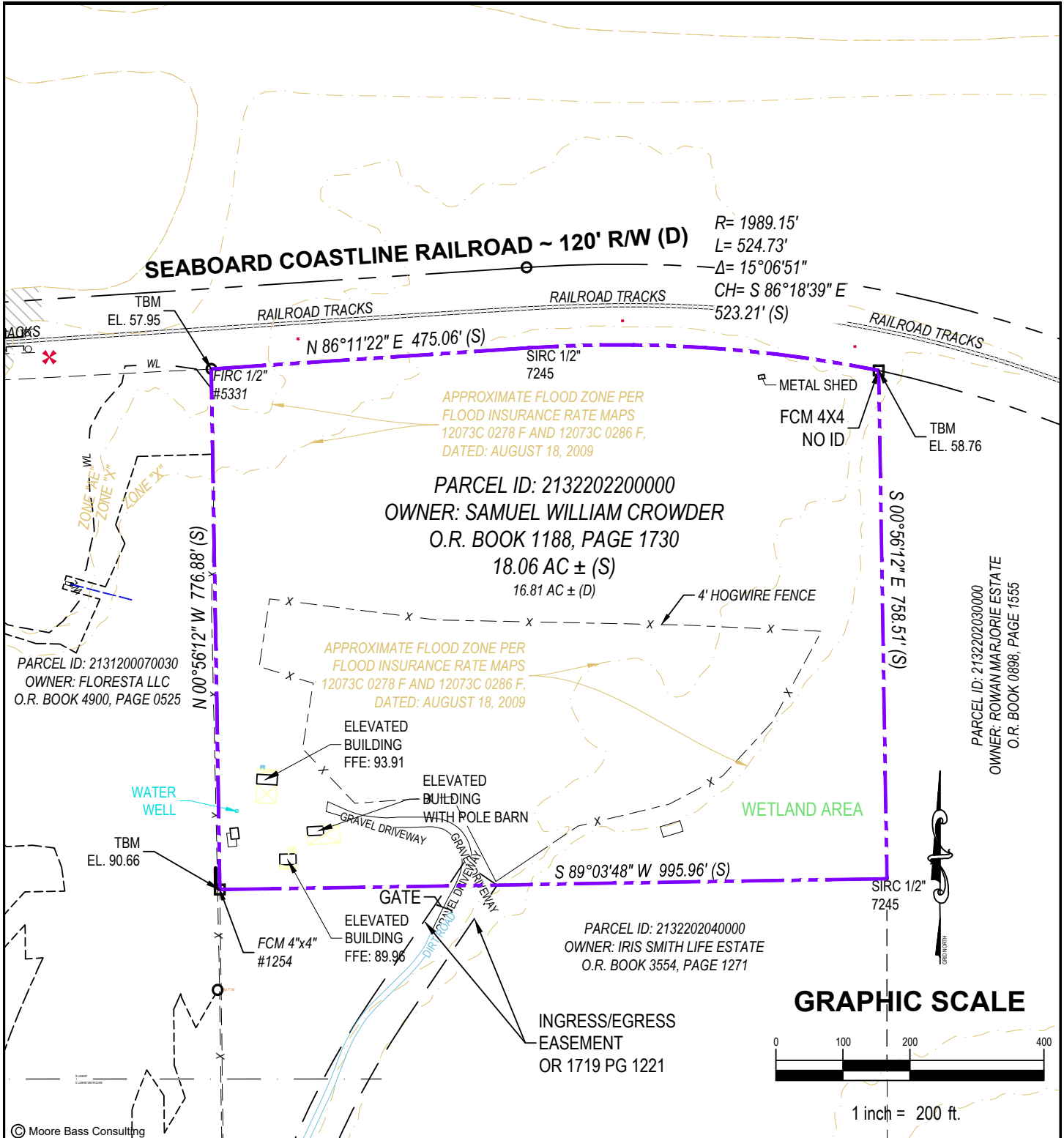
State of Florida
County of Leon

The foregoing instrument was acknowledged before me this _____ day of _____, 2020
by Julian Proctor Crowder, an individual, who is () personally known to me or () produced
_____ as his identification.

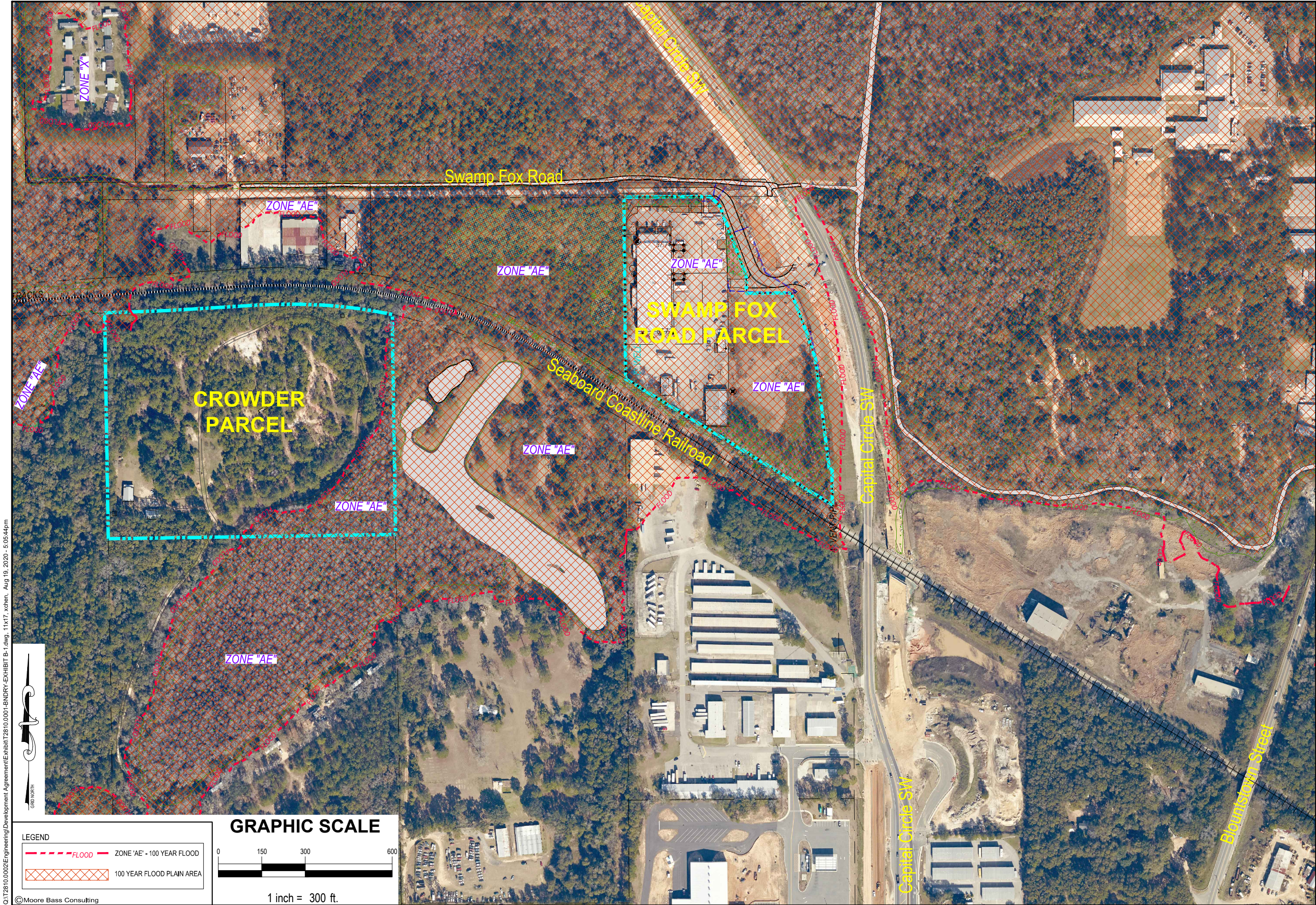
Swamp Fox Road Development Agreement







The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.			FILE #		T2810.0001-BNDY-EXHIBIT B.dwg	
			CONTRACT #		T2810.0001	
			DATE		6/4/20	
CLIENT NAME			PROJECT NAME		SHEET TITLE	
PEPE SILVIA GROUP, INC.			854 CAPITAL CIRCLE SW		Exhibit B	
					2.0	



Q:\T2810.0002\Engineering\Development Agreement\Exhibit\T2810.0001-BNDY-EXHIBIT B-1.dwg, 11x17, xchen, Aug 19, 2020 - 5:05:44pm

© Moore Bass Consulting

Moore Bass

CONSULTING

TALLAHASSEE ATLANTA

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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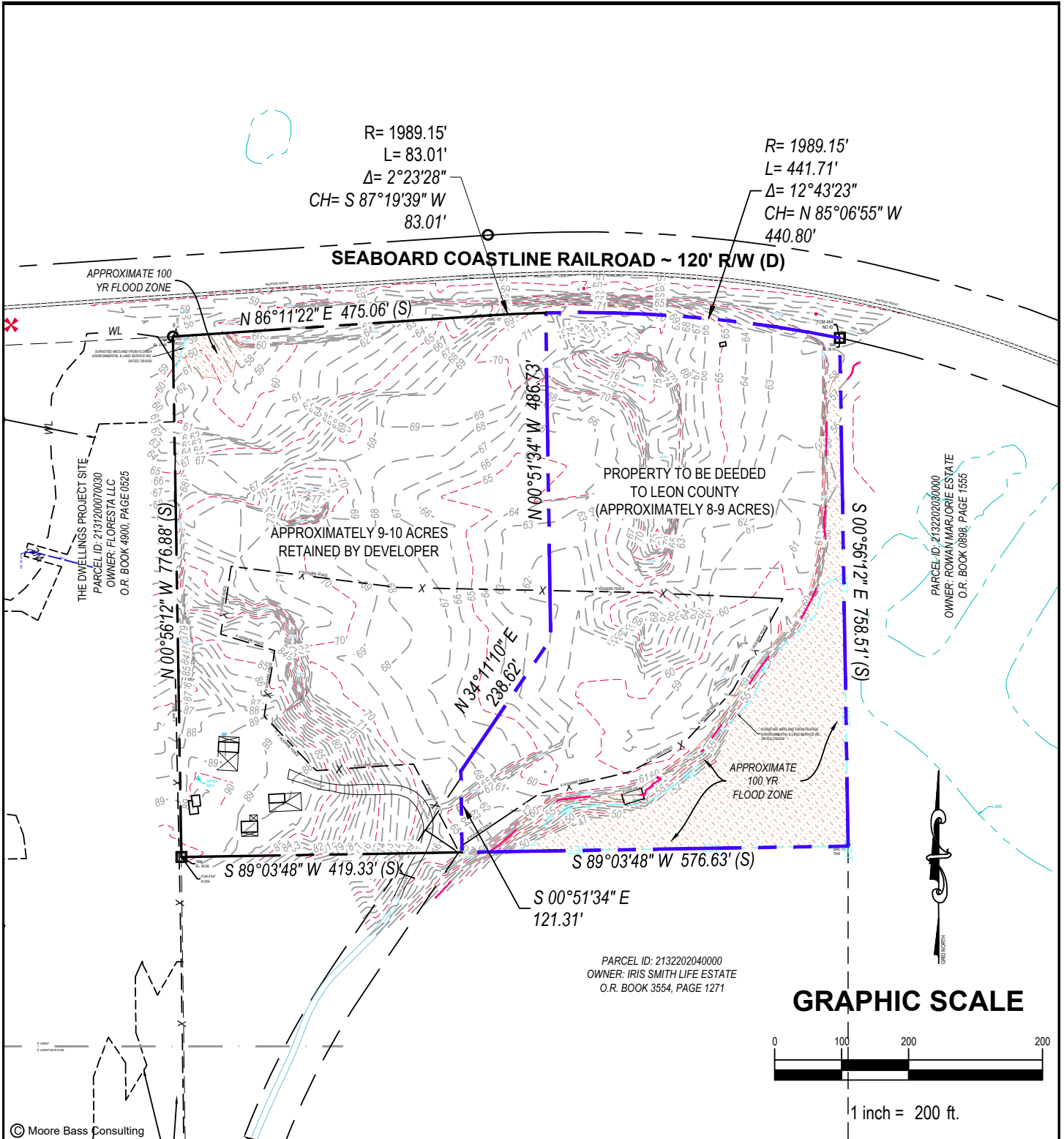
SEAL

SHEET TITLE

Exhibit B-1

SHEET

3.0



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CLIENT NAME

PEPE SILVIA GROUP, INC.

FILE #

CONTRACT #

DATE

PROJECT NAME

854 CAPITAL CIRCLE SW

T2810.0001-BNDY-EXHIBIT C.dwg

ARCHIVE

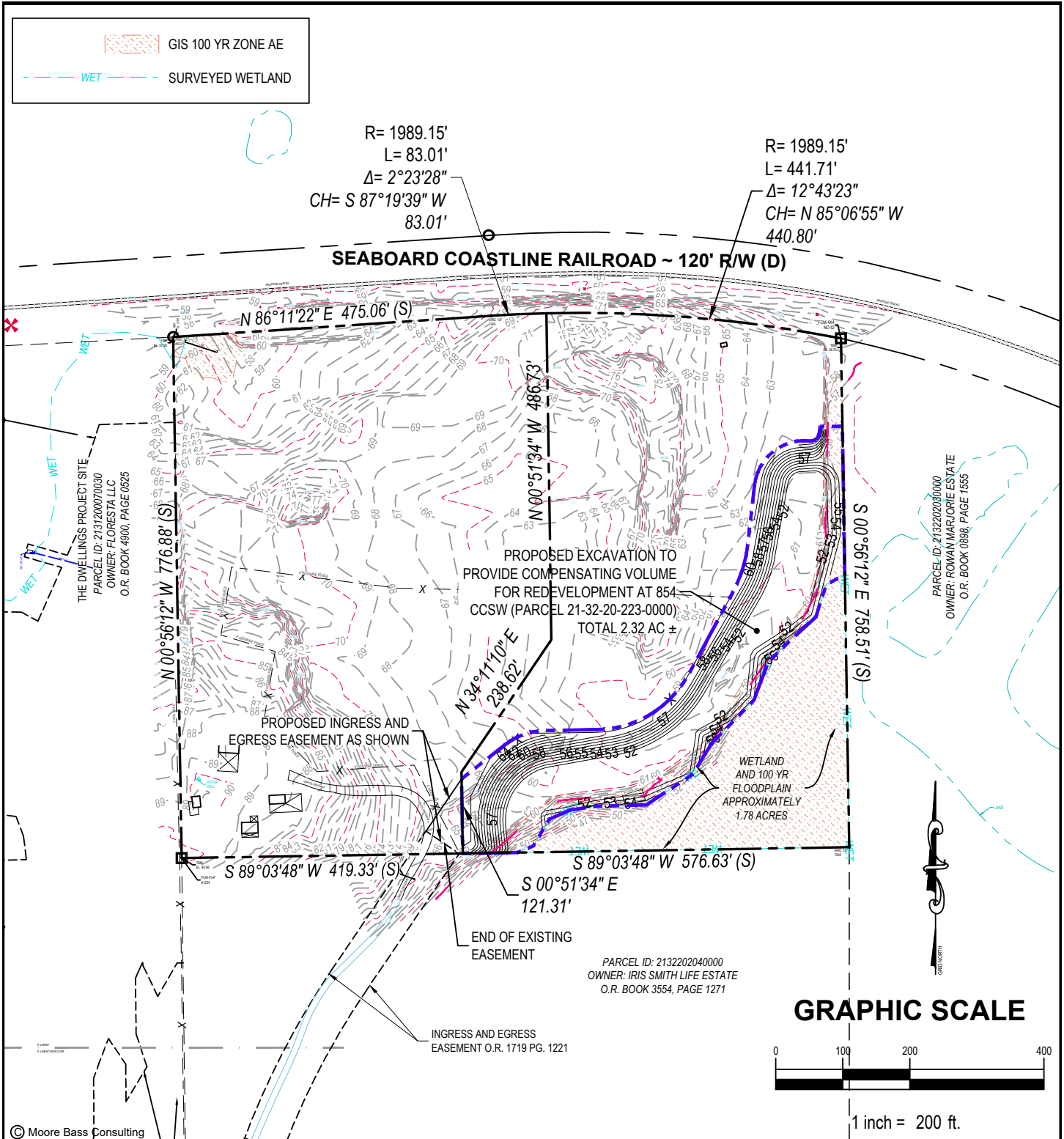
DRAWN BY

XCH

SHEET TITLE

Exhibit C

4.0



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CLIENT NAME PEPE SILVIA GROUP, INC.	FILE #	T2810.0001-BNDY-EXHIBIT C-1.dwg	
	CONTRACT #	T2810.0001	ARCHIVE
PROJECT NAME 854 CAPITAL CIRCLE SW	DATE	6/4/20	DRAWN BY XCH
	SHEET TITLE	Exhibit C-1	
			5.0



Exhibit "D"

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

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed Voluntary Annexation of the Residential Phases I, IA, II & III of the Fallschase Planned Unit Development

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Division Weldon Richardson, Senior Planner, Development Services

Statement of Issue:

This item seeks Board consideration of the voluntary annexation request from RMDC, Inc as required by the Tallahassee-Leon County 2030 Comprehensive Plan. RMDC, Inc., property owner of 82 acres (+/-) of the residential component of the Fallschase Planned Unit Development (PUD), is requesting voluntary annexation of property located east of Weems Plantation and south of Acadian Boulevard and Fallschase Parkway. It is recommended that the Board not object to the proposed annexation, which includes approved residential Phases I, IA, II & III of the Fallschase PUD.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option # 1: Do not object to the proposed voluntary annexation of the Residential Phases I, IA, II & III of the Fallschase PUD and approve an Annexation Agreement between the City of Tallahassee, Leon County and RMDC, Inc. in substantial conformance with Attachment #1 and authorize the County Administrator to execute the Annexation Agreement, upon final approval as to legal sufficiency by the County Attorney's Office.

Report and Discussion

Background:

As required by the Tallahassee-Leon County 2030 Comprehensive Plan and implemented through the Tallahassee-Leon County Interlocal Agreement, this voluntary annexation request is being brought to the Board for review and comment. RMDC, Inc., property owner of 82 acres (+/-) of the residential component of the Fallschase Planned Unit Development (PUD, is requesting voluntary annexation of the Residential Phases I, IA, II & III of the Fallschase PUD into the City of Tallahassee municipal limits.

The Fallschase PUD property is subject to the Fallschase Development Agreement (DA), which was initially entered into between Leon County and AIG Baker in 2005 pursuant to Sections 163.3220 - 163.3243, Florida Statutes (Attachment #2). The DA incorporates agreements between the Buck Lake Alliance (BLA), the Weems neighborhood, and the developers (including successors and assigns) referred to as the Buck Lake-Fallschase Agreement.

The DA memorialized development entitlements in exchange for various infrastructure commitments from the developer that included, but were not limited to: construction of a fully-signalized access at the western entrance of the Fallschase property (Lagniappe Way), the donation of right-of-way and completion of the widening at Buck Lake Rd/US 90 to add a third west bound left-turn lane, extension of the four-lane segment of Buck Lake Road, and the construction of Acadian Boulevard to Weems Road. All the transportation improvements included in the DA have been completed.

In addition to the DA, the property is subject to the terms and conditions of the Fallschase PUD and the design standards set forth in the Fallschase Pattern Book (Attachment #3). The DA and the PUD authorize up to 750,000 square feet of commercial development, 35,000 square feet of office development, and 1,514 residential dwellings (757 single-family/757 multi-family). To date, a total of 626 residential units have been approved for development and 208 of those units have been constructed. The proposed annexation would assume 418 residential unit entitlements as part of the annexation. Those residential unit entitlements cannot be reestablished anywhere else within the Fallschase PUD. The following outlines approved development within Phases I – III that would be subject to the proposed annexation:

- Phase I – Infrastructure improvements (e.g. stormwater management facility, utilities and internal roadways);
- Phase IA – 288 multi-family dwelling units (apartments);
- Phase II – 30 single-family detached residential dwelling units; and
- Phase III – 100 single-family detached residential dwelling units.

The total size of the land to be annexed is 82 acres (+/-). The applicant's petition for annexation along with the proposed City Ordinance (No. 20-O-44) are included as Attachment #4.

Analysis:

Location

The subject property is located south of Buck Lake Road and east of the Weems neighborhood. The property is located within the Urban Service Area and is zoned PUD. This property is designated Residential Preservation (RP) and Suburban on the Future Land Use Map of the Comprehensive Plan (Policies 2.2.3 and 2.2.5 of the Tallahassee/Leon County Comprehensive Plan, respectively). A map showing the location of the property proposed for annexation is included as Attachment #5.

Development Review and Approvals

A site and development plan was approved with conditions by the Development Review Committee (DRC) on April 29, 2020. Development activity associated with Environmental Management Permit (EMP) (LEM1900072) is ongoing pursuant to the approved EMP, which was issued on January 22, 2020.

During review of the site and development plan it was anticipated there would be a need to execute an Annexation Agreement that would cover the various details including, but not limited to, ongoing permitting, platting and compliance with the Fallschase DA. In a memorandum from the County Attorney's Office to the DRC dated March 6, 2020, it was noted that an Annexation Agreement between the developer, the City and the County could assist in memorializing all parties' responsibilities under the DA upon annexation. DSEM has worked with the County Attorney's Office to draft an Annexation Agreement that addresses these responsibilities (Attachment #1). The Annexation Agreement will provide assurances regarding the implementation of the Fallschase Pattern Book as well as the DA.

Additional DA provisions

The DA incorporates agreements between the BLA, the Weems neighborhood, and the developers (including successors and assigns) referred to as the Buck Lake-Fallschase Agreement. The DA states that the terms and conditions expressed in the Buck Lake-Fallschase Agreement shall have the same force and effect as all other terms of the Development Agreement; therefore, the applicant and the County, their successors or assigns shall adhere to the terms of the DA including, but not limited to, the Buck Lake-Fallschase Agreement and commitment to the Weems Community.

Annexation Procedure

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes, and Policy 2.1.4 of the Intergovernmental Coordination Element of the Comprehensive Plan, and as set forth in the Interlocal Agreement for Annexation Procedures between Leon County and the City of Tallahassee. Specifically, the Interlocal Agreement provides in part that:

the City Annexation Plan, together with the petition for each annexation be provided by the City to the County Administrator, the Director of Development Support and Environmental Management and the County Attorney at least twenty (20) calendar days prior to the first reading of the Ordinance considering such annexation and at least five (5) calendar days prior to the next regularly scheduled

County Commissioners (“Board”) meeting. The Board shall have the opportunity to review, comment and suggest changes regarding the proposed annexation at a Board meeting prior to the adoption of the annexation Ordinance by the City Commission, and any Board comments will be provided to the City Manager at least five (5) calendar days prior to the public hearing on the annexation Ordinance.

The City of Tallahassee has indicated in their proposed Ordinance (No. 20-O-44) that they are committed to providing municipal services to the referenced property. The proposed Ordinance was introduced to the City Commission on October 28, 2020 and is scheduled to be presented at a Public Hearing by the City Commission on December 9, 2020, for the purposes of finalizing the annexation.

The County and City Administrations have instituted procedures to implement annexation provisions. The City submits information and analyses for review by County staff. Below are County staff’s comments on the proposed voluntary annexation are:

1. County Attorney: The County Attorney’s Office has indicated that the proposed annexation complies with Chapter 171 of the Florida Statutes.
2. Public Works: The Public Works Department finds there will be no stormwater or solid waste assessment revenue impact from the proposed annexation.
3. Development Services: The Division finds that the proposed annexation would not have any impacts to the County’s Concurrency Management System. The Division also recommends the Board approve an Annexation Agreement to provide assurances regarding the continued implementation of the Fallschase Pattern Book as well as the Development Agreement.
4. Environmental Services: The subject property has the following Leon County Environmental Management Permits:
 - LEM1900072: Fallschase Residential Phase I;
 - LEM2000042: Fallschase Residential Phase I (Amendment);
 - LEM2000010: Fallschase Residential Phase IA (Multifamily);
 - LEM2000008: Fallschase Residential Phase II; and
 - LEM2000009: Fallschase Residential Phase III.

All Environmental Management Permits listed above are active and accompanied by associated ongoing permitted development activities at the subject site. By annexing into the City of Tallahassee and pursuant to the details of the Annexation Agreement, the permits, conditions and associated responsibilities will be transferred to the new jurisdiction. The associated environmental site inspections, permit close-out (via As-Builts and Stormwater Operating Permit), compliance with the Fallschase DA and Fallschase PUD, as well as any enforcement, become the sole responsibility of the City of Tallahassee. These environmental permits must be addressed by the City of Tallahassee which has similar protection and stormwater requirements as Leon County; therefore, Environmental Services has no objection to this annexation.

5. Planning, Land Management & Community Enhancement (PLACE): The Tallahassee/Leon County Department of PLACE finds that the proposed annexation request is consistent with the Comprehensive Plan, provided certain criteria of the Intergovernmental Element Policy 2.1.4 are adequately addressed. These criteria are outlined in a memorandum from the Department of PLACE included as Attachment #6.

Pursuant to the Interlocal Agreement with the City, if the County objects to the annexation, a formal process for mediation is initiated. Results of the mediation are brought to the Board for consideration. If mediation is unsuccessful, the statutory dispute resolution process allows for the City and County to agree to binding arbitration or either party may pursue legal remedies.

Recommendation:

Staff recommends that the Board not object to the proposed voluntary annexation petition and approve an Annexation Agreement between the City of Tallahassee, Leon County and RMDC, Inc. in substantial conformance with Attachment #1 and authorize the County Administrator to execute the Annexation Agreement, upon final approval as to legal sufficiency by the County Attorney's Office.

Options:

1. Do not object to the proposed voluntary annexation of the Residential Phases I, IA, II & III of the Fallschase PUD and approve an Annexation Agreement between the City of Tallahassee, Leon County and RMDC, Inc. in substantial conformance with Attachment #1, and authorize the County Administrator to execute the Annexation Agreement, upon final approval as to legal sufficiency by the County Attorney's Office.
2. Object to the proposed voluntary annexation of the Residential Phases I, IA, II & III of the Fallschase PUD and do not approve an Annexation Agreement between the City of Tallahassee, Leon County and RMDC, Inc. in substantial conformance with Attachment #1, and do not authorize the County Administrator to execute an Annexation Agreement.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Annexation Agreement
2. Fallschase Development Agreement
3. Fallschase Residential Pattern Book
4. Petition for Annexation from RMDC, Inc. and City of Tallahassee Ordinance (No.20-O-44)
5. Location map
6. Memorandum from the Department of PLACE dated October 19, 2020

**FALLSCHASE RESIDENTIAL PHASES I, IA, II, AND III
TRI-PARTY ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT is hereby entered into on this _____ day of _____, 2020, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (“County”), the City of Tallahassee, a municipal corporation (“City”), and RMDC, Inc., a Florida Corporation (“RMDC”), which hereby agree as follows:

WITNESSETH:

WHEREAS, the County as a political subdivision which governs the unincorporated portions of geographical Leon County, Florida; and

WHEREAS, the City is the governing body for all property incorporated into the City of Tallahassee’s boundaries; and

WHEREAS, Chapter 171, Florida Statutes, provides a process by which unincorporated lands may be annexed by the City, including voluntary annexations by application by all owners of the property subject to the application for annexation; and

WHEREAS, RMDC is the owner of approximately 82 acres of property described in Exhibit “A” attached hereto and incorporated herein, Parcel ID # 1126200070000, herein after referred to as the “Subject Property” which is also identified as Fallschase Residential Phases I, IA, II and III, of the Fallschase Planned Unit Development (“Fallschase PUD”); and

WHEREAS, on October 7, 2020, RMDC submitted an application (LDV2000593) to the County for the voluntary annexation of the Subject Property into the City, pursuant to Chapter 171, Florida Statutes, and Leon County does not object to such annexation; and

WHEREAS, the Subject Property is a part of a portion of property governed by the Fallschase Development of Regional Impact Development Agreement between Leon County, Florida, and AIG-Baker Tallahassee, Inc. dated December 12, 2005 (“DA”), as amended, which is attached hereto as composite Exhibit “B” and incorporated herein; and

WHEREAS, upon the annexation of the Subject Property, the City will be considered a successor-in-interest to the Development Agreement and will assume all permitting, platting and re-platting responsibilities for the Subject Property in accordance with the PUD, except as provided for building permits as provided herein; and

WHEREAS, moreover, prior to the request for annexation, Moore Bass Consulting, Inc., as RMDC or its successors’ representative, has made application for Site Plan Approval of the PUD phases as outlined above (LSP200002) and has received final approval subject to conditions set forth by the County’s Development Review Committee (“DRC”); and

WHEREAS, prior to the request for annexation, Moore Bass Consulting, Inc, as RMDC or its successor's representative, has made application for the associated Environmental Management Permits LEM1900072, LEM2000042, LEM2000010, LEM2000008 and LEM2000009, which implement the aforementioned Site Plan Approval; and,

WHEREAS, the parties hereto desire to enter into this Annexation Agreement in order to provide a smooth annexation transition of permitting, inspections, and responsibilities from the County to the City, which can be utilized for not only the Subject Property, but also for any future annexations within the Fallschase PUD.

NOW, THEREFORE, upon the mutual considerations as described herein, the parties agree as follows:

Section One. Recitals.

The Recitals as set forth above are hereby incorporated herein in their entirety.

Section Two. Transfer of Responsibilities to the City.

A. Development Agreement.

Upon annexation of the Subject Property, the City shall be considered successor in interest to the County, pursuant to Paragraph 21 of the DA and all terms thereto are enforceable against the City as County's successor, as it relates to the Subject Property. Under such DA, RMDC, or its successors in interest shall donate the 1-acre tract to the County, or other governmental agency, as appropriate, as outlined in Paragraph 8 therein. As well, the development of the Subject Property shall be subject to the terms, conditions and restrictions of the "Fallschase Pattern Book" approved by the County's DRC on July 15, 2020 and attached hereto as Exhibit "C" and incorporated herein. This section shall survive expiration or termination of this Annexation Agreement.

The DA incorporates agreements between the Buck Lake Alliance ("BLA"), the Weems neighborhood and the developers (including successors and assigns) referred to as the Buck Lake-Fallschase Agreement. The DA states, the terms and conditions expressed in the Buck Lake-Fallschase Agreement shall have the same force and effect as all other terms of the DA. Therefore, the applicant and the County, their successors or assigns shall adhere to the terms of all the Agreements.

B. Permits.

1. The County agrees to close out all existing building permits submitted to Leon County Building Plans Review and Inspections as of the date of annexation of the Subject Property and conduct all inspections and issue certificates of occupancy for all structures as appropriate under the law on behalf of the City. However, any and all building permits submitted subsequent to the date of annexation shall be processed by the City.

2. Upon annexation, all the existing Environmental Management Permit files will be transferred to the City. All responsibilities thereafter for the ongoing site inspections, enforcement, and ultimately project close-outs are solely the responsibility of the City.

C. Platting; Inspection of Infrastructure.

1. Plats. Upon annexation, it is agreed that the County has no authority under Chapter 177, Florida Statutes, to approve a plat that is outside its jurisdiction. City agrees that it has the responsibility to ensure that any plat is consistent with approved Site Plans such as by either ratifying Site Plan Approvals and Environmental Management Permits of the County or conducting its own Site Plan Approval.

2. Inspection of Infrastructure. Upon annexation, the City agrees to conduct all inspections for acceptance of required infrastructure, in accordance with the approved Site Plan and Environmental Management Permits as considered in Paragraph C.1. above, and that the County no longer be responsible for such inspections.

Section Three. General Provisions.

A. Termination.

Except as it relates to Section 2.A. above, this Agreement shall automatically terminate upon the successful transfer to the City or close out of all existing permits maintained by the County. All parties may terminate the Agreement upon ten (10) days written notice, however, termination of this Agreement shall not alter the legal responsibilities of the parties as they are required under the law.

B. Indemnification.

Nothing herein shall be considered a waiver of sovereign immunity by the City or the County.

C. Notices.

In addition to the parties hereto, a courtesy copy of all notices shall be provided to representatives of the BLA and the Weems Communities. All notices required herein shall be sent to the following:

As to County:

Name:

Address:

Phone Number:

Email:

As to City:

Name:
Address:
Phone Number:
Email:

As to RMDC:

Name:
Address:
Phone Number:
Email:

AS TO THE BLA:

Name:
Address:
Phone Number:
Email:

AS TO THE WEEMS COMMUNITIES:

Name:
Address:
Phone Number:
Email:

D. Amendments.

Any and all amendments to this Agreement shall be agreed to mutually and in writing and signed by all parties hereto.

E. Assignment.

This Agreement is not assignable, unless prior consent is given by all other parties to this agreement and such Assignment is memorialized by an amendment hereto.

F. Successors-in-Interest.

Such rights and obligations of each party hereto shall inure to and be binding upon all successors-in-interest to the parties, especially as it relates to any subsequent owner or owners of the Subject Property. Nothing herein shall prohibit the conveyance or sale of the Subject Property.

E. Effective Date.

This Agreement shall become effective upon the signature of all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first listed above.

LEON COUNTY:

LEON COUNTY, FLORIDA

By: _____
_____, Chair
Board of County Commissioners

Date: _____

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: _____

AS TO CITY:

CITY OF TALLAHASSEE

By: _____
James O. Cooke, IV
City Treasurer-Clerk

BY: _____
John E. Dailey, Mayor

Approved as to form:

By: _____
Cassandra K. Jackson
City Attorney

AS TO RMDC:

RMDC, LLC

BY: _____

Name: _____

Title: _____

WITNESS #1

BY: _____

Name: _____

WITNESS #2

BY: _____

Name: _____

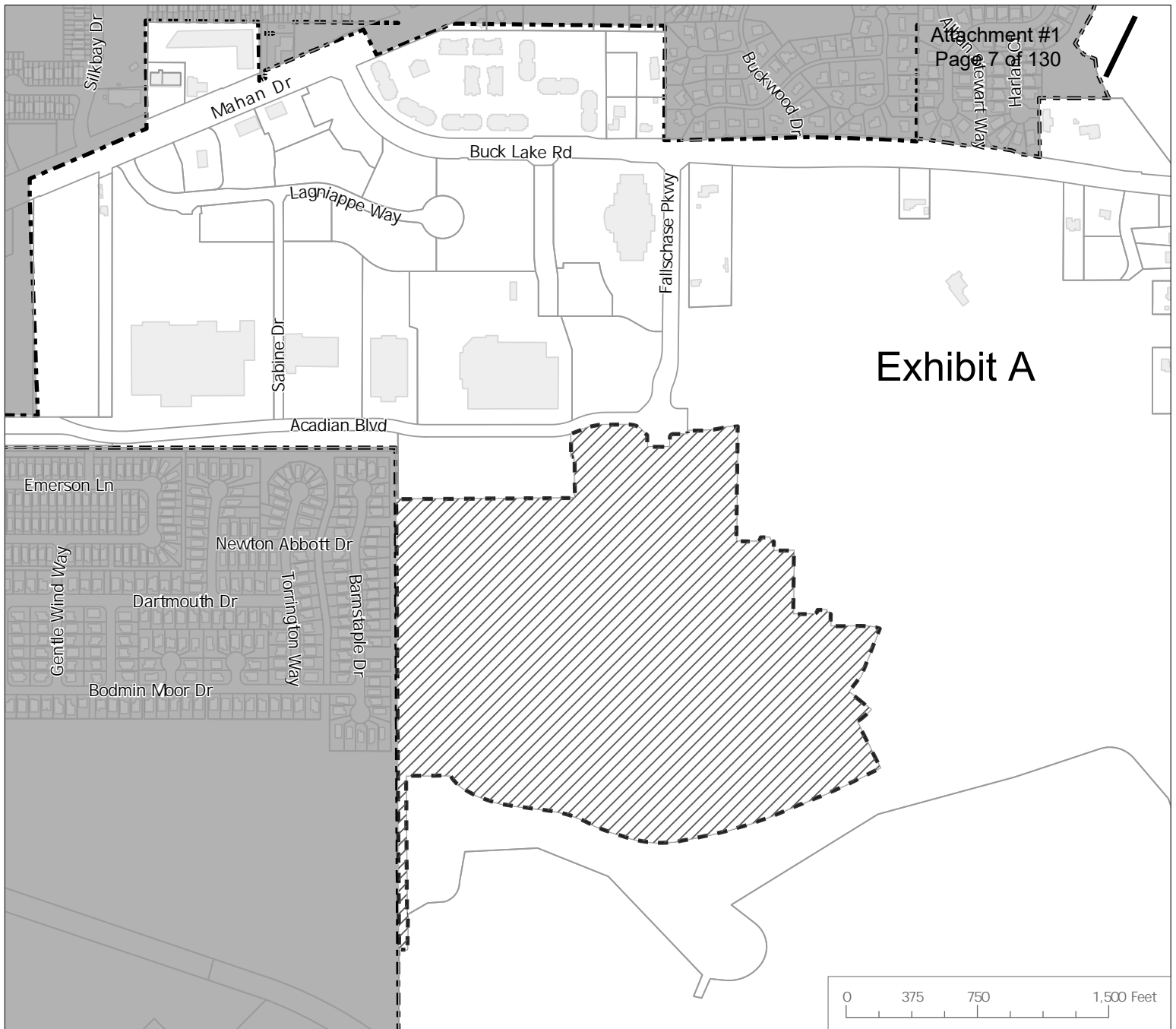



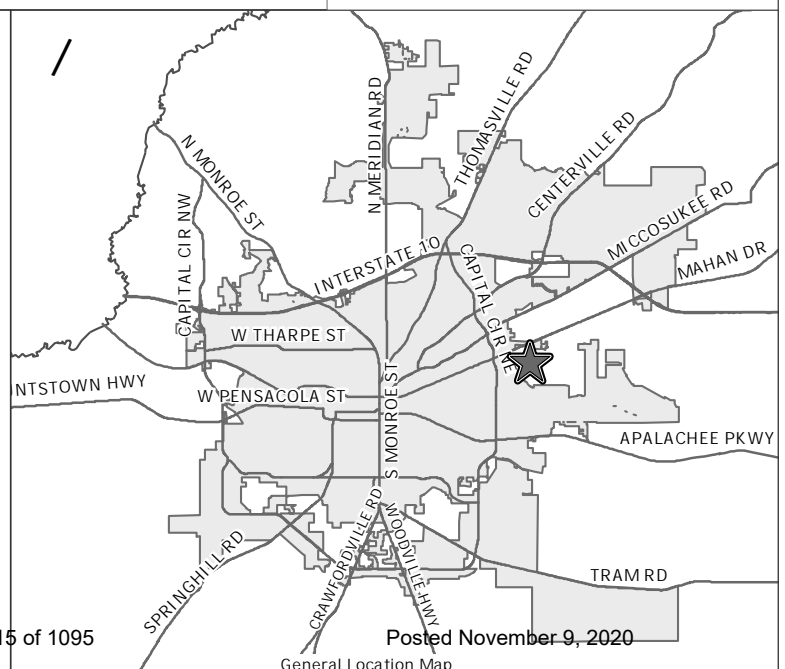
Exhibit A

Ordinance No. 20-O-44 Fallschase Parkway PROPOSED ANNEXATION

Parcel IDs:
1126200070000

LEGEND

-  CURRENT CITY LIMITS
-  PROPOSED CITY LIMITS



FALLSCHASE DRI

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 12th day of December 2005, by and between Leon County, a political subdivision of the State of Florida (hereinafter the "County"), and AIG-Baker Tallahassee, L.L.C., a Delaware limited liability company (hereinafter the "Applicant").

RECITALS

WHEREAS, the Applicant has entered into a contract to purchase that certain real property consisting of approximately 700 acres, as more specifically described in Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof (the "Property") including more than 200 acres of the Property below 51 feet NGVD (the "Southern Property"), known as Upper Lake Lafayette and now designated as floodplain on the County's floodplain maps; and

WHEREAS, a major portion of the Property was designated as Planned Unit Development ("PUD") District in 1973, by the Board of County Commissioners of Leon County ("BCC") in Ordinance No. 73-64, and the PUD was later approved as a Development of Regional Impact ("DRI") by a BCC Resolution dated February 12, 1974; and

WHEREAS, the PUD and DRI (collectively referred to herein as the original Fallschase DRI/PUD) authorizes development of 2,572 residential units and 425,000 square feet of office use on the Property; and

WHEREAS, the original Fallschase DRI/PUD also authorized 25.4 acres of commercial uses generally located at the convergence of US 90, Buck Lake Road, and Fallschase Boulevard,

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three additional 5,000 square foot areas of commercial centers within the residential areas of the Property, and an unspecified amount of mixed use development. The mixed use category includes commercial, office and residential uses proposed for the Southern Property, including development over water; and

WHEREAS, upon taking title to the Property, the Applicant will acquire the vested rights pursuant to Fla. Stat. 163.3167(8) to complete the development authorized in the original Fallschase DRI/PUD approval ; and

WHEREAS, approximately 78.55 acres was added to the DRI by the First Amendment to the Fallschase DRI Development Order approved by Leon County on July 12, 2005, based on a Notice of Proposed Change filed pursuant to Section 380.06(19), Florida Statutes (the "First DRI Amendment"); and

WHEREAS, the First DRI Amendment provides that the specific location and the size of development would be determined as development proceeded; and

WHEREAS, the Fallschase DRI/PUD is vested pursuant to Section 163.3167(8), Florida Statutes, and the County and the Applicant disagree on the applicability of the County's Comprehensive Plan and the Land Development Regulations (the "LDRs") that were adopted subsequent to the 1973-1974 DRI/PUD approvals, particularly those LDRs which the County asserts would now restrict development in the Southern Property, now designated as floodplain on the County's floodplain maps; and

WHEREAS, the Applicant and the County, without waiving any rights, entitlements, claims or defenses as to any remaining vested rights on the Property, including in particular the Southern Property, wish to resolve all issues relating to development of the Property and to allow

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Applicant to proceed with predictable and orderly development of the Property as described in this Agreement; and

WHEREAS, the Applicant and the County desire to eliminate all uncertainty regarding the approved uses of the Property and the development standards which are applicable to the Property, and to assure that adequate infrastructure and services are available with adequate capacity to facilitate the planned development of the Property; and

WHEREAS, the Applicant has herein agreed to donate the major portion of the Southern Property in fee simple to the County for public uses, along with any right to vested DRI development in excess of the development approved herein, in consideration of the County's willingness to enter into this Agreement; and

WHEREAS, the County has plans to substantially improve the roadway infrastructure in the vicinity of the Fallschase DRI/PUD by widening Buck Lake Road to accommodate multi-lane through-traffic and by providing related turning movements to accommodate existing and future traffic needs, and the parties wish to clarify the Applicant's rights and responsibilities with respect to such improvements; and

WHEREAS, Applicant and the County wish to establish a procedure to guide all future development review by the County with respect to approval of all future development of the Property; and

WHEREAS, development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring that there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the cost of development; and

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WHEREAS, the County and Applicant recognize the benefits of public/private cooperation and wish to enter into a development agreement implementing a plan for the development of the Property;

NOW, THEREFORE, in consideration of the foregoing premises, which are made an integral part of this Agreement, and the mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the County and the Applicant as follows:

1. Purpose. The purpose of this Agreement is to:

- (a) provide a mechanism to allow the Property to proceed through the PUD and subsequent development approval processes in a manner which avoids duplication of time and effort and which recognizes the vested rights of the Property as described in this Agreement;
- (b) establish the development approval process for the Property;
- (c) set forth requirements and commitments for development of the Property with regard to compliance with the development standards of the Comprehensive Plan and LDRs; and
- (d) provide for the donation of the major portion of the Southern Property in fee simple by the Applicant upon the Applicant taking title to the lake bottom and receiving certain development approvals, as described herein.

This Agreement approves and authorizes commencement of a portion of the development previously approved by the County in the Fallschase DRI. It does not amend, alter, or otherwise affect any vested rights arising from the Fallschase DRI/PUD. In light of the Property's history, location and vested status, this Agreement addresses issues unique to the Property and does not create policy or precedent applicable to other development in the County.

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2. Authority for Agreement. The Florida Constitution and Florida Statutes authorize Florida Counties to perform any acts not inconsistent with law and to exercise all powers not specifically prohibited by law to carry on county government. In addition, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2005) (the "Act"), authorizes local governments to enter into development agreements with private developers to encourage a stronger commitment to comprehensive and capital facilities planning, to insure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic costs of development and to provide certainty in approval of development and assurances that development may proceed in accordance with the conditions of such development agreements.

3. Applicability. This Agreement shall apply to all development activities undertaken by the Applicant and its grantees, assigns and lessees on any part of the Property described in Exhibit "A" hereto owned by the Applicant, or for which the property owner has consented in writing, during the term of this Agreement. This Agreement does not apply to properties located within the Fallschase DRI/PUD that are not included within the legal description attached hereto as Exhibit "A" ("Excluded Properties"). This Agreement will not change or impair any property rights of Excluded Properties, including, but not limited to, zoning, consistency, concurrency, density, or intensity. Excluded Properties subsequently owned by Applicant and its successors shall be subject to this Agreement without the necessity of an amendment thereto. The Applicant shall notify the County of such acquisition and record notice in the public records of Leon County. The development authorized herein shall be distributed to any subsequently owned properties pursuant to the development approval process set out herein.

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Residential lots in the excluded properties shall be included in the maximum residential development authorized by this Agreement whether or not owned by the Applicant.

4. Comprehensive Plan. The Fallschase DRI/PUD, is vested from consistency with the Tallahassee-Leon County 2010 Comprehensive Plan and many of the current County LDRs, and is vested from the concurrency requirements of the County's 2010 Comprehensive Plan and LDRs because it was approved as a DRI prior to the adoption of the comprehensive plan and LDRs. (Fla. Stat. 163.3167(8)). Notwithstanding such vesting, the density, intensity, uses, and all other terms and conditions of development as set forth in this Agreement are consistent with the Leon County Comprehensive Plan and LDRs, to the extent that such Plan and LDRs are or may be applicable. All development approved pursuant to this Agreement shall be conclusively deemed to be lawfully conforming development, irrespective of any later amendments to the Leon County Comprehensive Plan or LDRs.

5. Effect of Agreement and Subsequent PUD Approvals. Nothing in this Agreement shall operate or cause the County to determine that the provisions of this Agreement and any subsequent amendment to the PUD pursuant to this Agreement constitute a change to the previously approved Fallschase DRI/PUD. The development approved herein does not require the submission of a Notice of Proposed Change under Section 380.06(19), Florida Statutes. The vested rights status of the Fallschase DRI/PUD is not altered, expanded, reduced or otherwise affected by this Agreement.

6. Southern Property.

(a) The Applicant shall donate in fee simple approximately 200 acres of the Southern Property (hereafter the "donated property"), excluding the lots depicted on Exhibit "B.4", (hereafter referred to as the "lakefront lots"). The acreage will be refined by subsequent

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survey delineating the boundaries of the portion of the Southern Property that will be donated in fee simple to the County.

(1) The Applicant shall retain the continuing right to utilize all or part of the donated property to satisfy the requirements of the Leon County Comprehensive Plan and Land Development Regulations (“LDRs”) as they may apply to the development authorized herein, including, but not limited to, open space/natural area, minimum lot size, setbacks, lot coverage, etc., so long as such utilization requires no physical alteration of the donated property except as specifically authorized in this Agreement. Future conveyance of the donated property or creation of easements over all or any portion of the donated property shall not prevent the Applicant from using the land donated for mitigation as described above.

(2) The Applicant and the County shall negotiate a maintenance agreement that will provide for removal of invasive species and other measures and will allow reasonable trimming of vegetation adjacent to the lakefront lots depicted on Exhibit “B.4” consistent with the environmental sensitivity of the lake bed. The maintenance agreement shall define the area to be maintained and assign responsibility for the costs of maintenance. The agreement shall be finalized no later than the first site plan approval for any of the lakefront lots.

(3) The donated land may be used by the Applicant, in whole or in part, for mitigation as may be required for State or federal permits. Future conveyance of the donated property or creation of easements over all or any portion of the donated property shall not prevent the Applicant from using the land donated for mitigation as may be required for State or federal permits.

(4) At the closing transaction for the purchase by the Applicant of the Fallschase DRI/PUD, the Applicant shall assign all remaining vested development rights for the

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Fallschase DRI/PUD in excess of those approved by Leon County in the Agreement to the portion of the Southern Property that will be conveyed to Leon County following approval of the Phase I site plan. At the time of the assignment, the Applicant will release, waive, extinguish and otherwise relinquish any and all claims that it may have to vested development rights to develop Fallschase DRI/PUD at a density and/or intensity in excess of the development approved in the Agreement. The form the Assignment and Waiver of Rights is attached as Exhibit "G". The Assignment and Waiver of Rights shall be recorded in the public records of Leon County at the same time that the deed for the Southern Property is delivered to the County. A copy of the recorded Agreement shall be delivered to the President of the Buck Lake Alliance and to DCA.

(b) The Applicant shall execute and record the deed for the Southern Property in fee simple, and deliver a copy of the recorded deed to the County, when all of the following conditions are satisfied: (1) this Agreement has been approved by the County, and executed by the Parties and all legal and equitable property owners, and there is no pending administrative or judicial proceeding that could prevent the Applicant from completing the development authorized herein; (2) the PUD Concept Plan described herein has been approved for the development authorized herein, and such PUD Concept Plan approval has become final and there is no pending administrative or judicial proceeding that could prevent the Applicant from completing the development authorized therein; (3) the Applicant takes title to the Property; and (4) the site plan for Phase I of the development authorized herein has become final. No physical development shall take place until all conditions set out above are satisfied.

(c) The Applicant shall include notification to purchasers in all contracts for purchase and sale of lakefront lots of the requirement for property owners of lakefront lots to comply with the Leon County "Revised Flood Indemnification Process Policies and Procedures"

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dated May 20, 2005, for all residential development that is below the 51 foot contour, including the completion of the flood certification form by a registered engineer and execution of the flood indemnification covenant to be recorded with the Clerk of the Circuit Court.

7. Conceptual Master Plans.

(a) The Applicant and County agree that, the Applicant is entitled to develop up to 750,000 square feet of commercial uses, 35,000 square feet of office space, and 1,514 residential units (757 single family dwellings and 757 multifamily/condominiums) on the Property pursuant to this Agreement, as depicted on the Conceptual Master Plan attached as Exhibit "B.1" and as more particularly described in Exhibits "B.2" through "B.5", which are incorporated herein by reference.

(b) The Applicant and its successors and assigns shall not seek approval of any development other than that authorized in this Agreement. The mix of residential units may be modified, however, as provided in the First DRI Amendment.

(c) The development areas, including the location of storm water facilities and roadway improvements shown on the Conceptual Master Plan, are intended to serve as a guide to future development. The Conceptual Master Plan shall be superseded by the approved PUD Concept Plan for the Property, and each development area may be relocated or altered as designated by the Applicant as specific requests for approvals of site plans are made, pursuant to the development approval process set out below.

(d) For the lakefront lots shown on Exhibit "B.4", the Applicant will provide compensating volume for any floodplain storage lost due to the placement of fill for development of the lots and roads, unless County staff determines such compensating volume will not be

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required. The specific regulations for the placement of fill are found in Exhibit "D", Fallschase Development Standards.

8. Donation for County Facility. In addition to the approximately 200 acres of the Southern Property to be donated to the County, and the donation of the Right of Way for Buck Lake Road and Mahan Drive improvements, the Applicant will donate one (1) acre of property to the County for public use as a library or other County facility in a location suitable for such use to be determined by the Applicant.

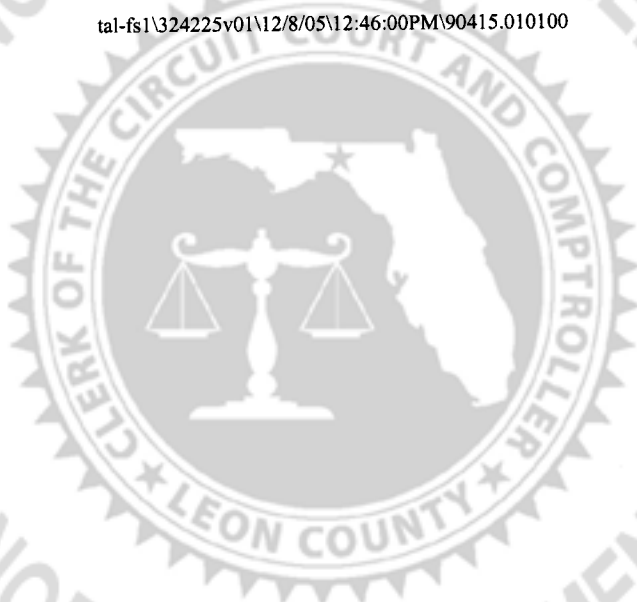
9. PUD Approval Process for Property.

(a) In recognition of the vested rights of the Fallschase DRI/PUD, the County accepts and approves the Conceptual Master Plan as the intended development plan for the Property, including the properties added to the Fallschase DRI in the First Amendment. The County shall review the PUD Concept Plan application pursuant to the development standards set out in Exhibit "D" and the Waivers and Exemptions granted herein, set out in Exhibit "E," as applicable. In the event of a conflict with existing County regulations, the Fallschase Development Standards or Waivers and Exemptions, as applicable, shall prevail. The PUD Concept Plan shall include a phasing schedule. The PUD Concept Plan will be reviewed under the process set out below.

(b) The PUD Final Development Plan may vary from the approved PUD Concept Plan as long as development of the Property is consistent with the general location of land uses, the intensity and density approved herein, the access to the surrounding road network, and the Fallschase Development Standards as set forth in Exhibit "D". An administrative or BCC approval of an amendment of the PUD Concept Plan may be required, as described in Leon County Code 10-915(c)(1)g. In the event that any County regulation conflicts with the

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development approved in this Agreement, the PUD Concept Plan or the PUD Final Development Plan, and such conflict cannot be resolved by reference to the Fallschase Development Standards set forth in Exhibit "D", the parties will confer and agree on a development standard that will allow completion of the development authorized herein as reflected in the PUD Concept Plan or the PUD Final Development Plan. If the Applicant and the County Administrator fail to agree, the matter shall be presented to the BCC for decision. The development standards may be modified only by a written agreement between the Applicant and the County as evidenced by BCC action.

(c) Approval of an amendment to the PUD Concept Plan for the Fallschase DRI/PUD will be solely by the BCC as set out below:

(1) Applicant shall submit an application for an amendment to the PUD Concept Plan to Leon County in accordance with the requirements of the Development Approval Submittal Checklist, as set forth in Exhibit "C".

(2) Leon County staff shall review the application and issue a written response/comments within ten (10) working days of the receipt of the application.

(3) The Applicant will submit a response to the County's response/comments within five (5) working days of receipt of the comments. The Applicant shall be granted an extension if requested.

(4) The Development Review Committee ("DRC") will schedule the application for review and vote at the next regularly scheduled meeting, no less than ten (10) working days of the receipt of the Applicant's response. If deemed necessary, in the sole opinion of the DRC members, the DRC members shall have the right during the DRC meeting to delay

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the vote due to incomplete information. If the vote is delayed, the DRC must issue written response/comments regarding the incomplete information to the Applicant within five (5) working days. The application will be rescheduled for a DRC vote when the Applicant has submitted its response, in accordance with the terms of this paragraph.

(5) The DRC will forward a recommendation of approval, approval with conditions, or denial to the BCC for their next regularly scheduled meeting, including required public notice, following the DRC meeting.

(6) The BCC shall review the PUD Concept Plan, the recommendation and written findings of the DRC, and conduct a public hearing. The BCC will then approve, approve with conditions, or deny the PUD Concept Plan. The decision of the BCC shall be final and shall be supported by written findings.

(7) Any subsequent amendments to the PUD Concept Plan shall be governed by the terms of this Agreement and reviewed and approved by the process described herein.

10. Approval Process for PUD Final Development Plan: In recognition of the vested rights of the Fallschase DRI/PUD, the County shall review the PUD Final Development Plan pursuant to the Fallschase Development Standards attached hereto as Exhibit "D" and the Waivers and Exemptions of Exhibit "E" as applicable. The following development review Type B process, as modified herein, shall be applicable to Final Development Plan for the Fallschase DRI/PUD:

(a) Applicant shall submit an application to the County for PUD Final Development Plan approval that is consistent with the PUD Concept Plan. PUD Final

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Development Plan approval will constitute final PUD approvals and may address phases or sub-phases of development. Leon County staff shall review the application and issue a written response/comments within ten (10) working days of the receipt of the application.

(b) The Applicant will submit a response to the County's response/comments within five (5) working days of receipt of the comments. The Applicant shall be entitled to an extension if requested as required by the nature of the County's comments.

(c) The DRC will schedule the final PUD approval for consideration at the next regularly scheduled meeting of the DRC not less than ten (10) working days after receipt of the Applicant's response. If deemed necessary, in the sole opinion of the DRC members, the DRC members shall have the right during the DRC meeting to delay the vote due to incomplete application information. If the vote is delayed, the DRC must issue written response/comments regarding the incomplete application information to the Applicant within five (5) working days.

(d) The Applicant will submit a response to the DRC's response/comments within five (5) working days of receipt of the DRC's comments. The Applicant shall be granted an extension if requested.

(e) The application for final development approval shall be noticed and heard by the DRC in accordance with the provisions of Section 10-1479 of the County Code. The decision of the DRC shall be supported by written findings, which may be the written findings of each DRC member.

(f) The Applicant shall have the right to appeal the DRC decision to the BCC.

The Applicant shall have the option to utilize the hearing officer procedures in accordance with

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Section 10-1485 of the County Code to make a record for the appeal, or to proceed on the record of the DRC proceeding.

(g) Submittal Requirements: The Applicant shall provide the following in a submittal package:

- (1) Narrative of Development: Narrative including the number and type of units or square feet of non-residential use within the phase submitted;
- (2) Site Plan (Final Development Plan);
- (3) Check for Submittal Fees;
- (4) Completed Fallschase Final Development Submittal Checklist, attached hereto as Exhibit "C".

11. Process for Environmental Management Permit. A standard form Environmental Management Permit Application shall be submitted to the Leon County Growth and Environmental Management Department for review and approval concurrent with the application for Final Development Plan for each phase or sub-phase of the development at the Applicant's option.

(a) Timeline: The Director of the Growth and Environmental Management Department ("Director") shall provide written comments/questions regarding the construction plans within fourteen (14) working days of submittal. A maximum of two (2) submittals shall be allowed prior to final action/approval.

(b) The Applicant shall have the right to appeal the decision to the BCC. The Applicant shall have the option to utilize the hearing officer procedures in accordance with

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Section 10-1485 of the County Code to make a record for the appeal, or to proceed on the record of the DRC proceeding.

(c) Submittal Requirements:

- (1) A narrative outlining the methods of compliance with the standards incorporated into the PUD Concept Plan and this Agreement.
- (2) A copy of the approved Preliminary Site Plan (if not filed concurrently).
- (3) Construction Plans including maps on a scale of not less than 1 inch equals 200 feet demonstrating compliance with the identified standards in the PUD Concept Plan. Maps shall contain topographic information and source, existing natural features and the proposed methods of compliance.
- (4) Stormwater analysis: Stormwater management design and supporting computations including:
 - a. Narrative description of treatment facility to be permitted.
 - b. General location map which indicates the relative location within the project boundary, the limits and acreage of the drainage basin contributing to the facility.
 - c. Written summary of design report providing discussion on the level of water quality treatment provided.
 - d. An analysis demonstrating the treatment facility provides the required water quality treatment volume and the

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filtration system again provides the required capacity within 72 hours following a storm event

- e. Construction plans detailing grading which includes pertinent contours of areas adjacent to the facility, sediment and erosion control plans, existing and proposed drainage structures.
- f. Stormwater treatment facility capacity accounting record.
- g. The Applicant will give preferences to wet detention where possible.
- h. At the appropriate time the Applicant will apply for a Stormwater Treatment Operations Permit, pursuant to County Code.

12. Fallschase Development Standards. The parties agree that Applicant's development approval applications for property that is included in the original DRI/PUD approval made during the term of this Agreement shall comply with the Fallschase Development Standards set forth in Exhibit "D" and/or the Waivers and Exemptions of Exhibit "E," as applicable. The development standards conform to the requirements for the Comprehensive Plan and the existing LDRs to the extent that conformance does not impair the Applicant's ability to complete the development authorized herein. In the event that any County regulation conflicts with the development approved in this Agreement, the PUD Concept Plan, or the Final Development Plan, and such conflict cannot be resolved by reference to the Fallschase Development Standards set forth in Exhibit "D", or the Waivers and Exemptions set forth in Exhibit "E," the parties will confer and agree on a development standard that will allow

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completion of the development authorized herein as reflected in the PUD Concept Plan or the Final Development Plan. If the Applicant and the County Administrator fail to reach agreement, the matter shall be submitted to the BCC for decision. The development standards, may be modified only by written agreement between the Applicant and the County as evidenced by BCC action.

13. Waivers and Exemption. As to the properties added to the DRI/PUD by the First DRI Amendment, the County hereby grants waivers and exemptions as set forth specifically in Exhibit "E". The Applicant shall not be required to file any additional request or applications for said waivers. Applications for development approval for the property added to the Fallschase DRI in the First DRI Amendment shall be subject to the current County Comprehensive Plan and Land Development Regulations except that the Waivers and Exemptions of Exhibit "E" shall prevail over any conflicting County regulations.

14. Buck Lake Road Widening, Right-of-Way and Transportation Improvements. The Applicant commits to fund and construct the transportation improvements listed in Exhibit "F." These improvements are conceptual in nature at this time and will be refined in the future based on a traffic operations analysis as per paragraph 15, below. The Applicant has agreed to make additional improvements to the intersection of Mahan Road and Buck Lake Road beyond the improvements specified in Exhibit "F." The details of such improvements will be negotiated between the Applicant and the County and shall be included in the final PUD plan for Phase I submitted by the Applicant, and approved by the BCC. In order to assist the County with the planning and implementation of future improvements to Buck Lake Road and U.S. Highway 90, the Applicant shall:

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(a) Donate all right-of-way owned by the Applicant to the County for improvement of Buck Lake Road as shown on plans approved by the County and the Department of Transportation. The donation shall occur upon final resolution by the parties of all other matters with respect to the implementation of transportation improvements, including median openings and ingress and egress to and from Buck Lake Road and U.S. Highway 90 necessary to the development of Fallschase DRI/PUD, or no later than 30 days after approval of the final PUD plan for Phase I of the development, whichever shall occur later;

(b) Provide stormwater treatment for the stormwater runoff from the portion of Buck Lake Road adjacent to Fallschase either by constructing a stormwater treatment pond adequate to accept the runoff or accepting the runoff into the treatment system for the development;

(c) Install traffic signals in connection with the improvements, as reflected in Exhibit "F" subject to FDOT or County permitting requirements as applicable.

(d) In constructing the improvements, the Applicant shall comply with the County's customary practices, for: the design review process, inspection standards, warranties, maintenance, insurance, time of construction, etc.

15. Traffic Study at Site Plan Approval.

The Applicant shall complete a traffic operations study for all authorized development for all points of access to Fallschase prior to approval of the Phase I Final Development Plan. The traffic operations study will model the impact of entering and exiting trips on adjoining roadways. The Applicant and the County will review the proposed

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improvements and will, by mutual agreement, confirm, alter, or amend the scope of traffic improvements required for the development.

(a) The Applicant provided a trip generation analysis to Leon County Public Works for the County's consideration of traffic impacts of the applicant's proposed development plan, and not in any way to amend, alter, expand, reduce, or otherwise affect the vested rights of the Fallschase DRI/PUD. The trip generation analysis demonstrated that the development authorized in this Agreement does not create more than 3,659 p.m. peak hour trips.

(b) The Applicant will update the trip generation analysis in conjunction with the PUD Concept Plan review, and for each subsequent phase of development. The Applicant acknowledges that it may be required to adjust the authorized development to ensure that trip generation does not exceed 3659 trips, with adjustment for pass-by and internal capture.

16. Weems Plantation and Meadow Hills. There shall be no road connections constructed between the Fallschase DRI/PUD and the Weems Plantation and Meadow Hills residential developments. The Applicant shall provide a vegetative buffer, as described in Exhibit "D" to buffer the existing Weems Plantation development from the commercial development.

17. Utilities. The Applicant shall apply to the City of Tallahassee for electric, gas, wastewater facilities, potable water and non-potable water. If the City of Tallahassee refuses to provide service, the Applicant shall have the right to provide electric, gas, wastewater facilities, potable water and non-potable water through the Fallschase Community Development District, or through a contract with another public or private provider with demonstrated capacity to serve the proposed development. If allowed by the electric and gas utility provider, the County agrees to allow the burial of electric power lines on the Property. The County acknowledges that the

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Fallschase Community Development District has the right to serve all the lands included within the Property pursuant to Chapter 190, Florida Statutes. If the City refuses to provide service, the parties agree that the service will comply with all applicable County, State and federal regulations. The Applicant will provide detailed plans for future expansion of the existing, on-site sewage treatment plant at the time of the proposed expansion.

18. Abandonment of Old Buck Lake Road. The County intends to abandon Old Buck Lake Road upon approval of this Agreement. Not later than sixty (60) days following the County's approval of this Agreement, the Applicant shall submit an application to abandon, pursuant to Fla Stat. 336.12. The County's abandonment shall be effective when the Applicant donates the Southern Property as described herein.

19. Stormwater Impact Fees. The parties agree that there are no existing impact fees applicable to Applicant's proposed discharge of stormwater to the Southern Property as described in this Agreement. The parties further agree that neither Applicant nor Fallschase Community Development District shall be required to pay any fees or other charges which may be instituted by the County in the future for discharges to the Southern Property. This provision shall not be construed to prevent the County from applying county-wide fees to the Property.

20. State and Federal Permits. The Agreement shall not be construed to relieve the Applicant of any obligation to apply for and receive permits or approvals required by State or Federal law.

21. Buck Lake - Fallschase Agreement. The agreement between the Buck Lake Alliance and AIG Baker Development, L.L.C., dated November 28, 2005, which includes the letter from AIG Baker Development, L.L.C., to The Weems Communities, is attached hereto and



made a part hereof (Exhibit "H"). The terms and conditions expressed in the agreement and letter shall have the same force and effect as all other terms of this Agreement.

21. Binding Effect. The burdens of this Development Agreement shall be binding upon, and the benefits of this Development Agreement shall inure to, all successors in interest to the parties to this Development Agreement, whether by lease or purchase of a portion of the Property.

22. Applicable Law. This Development Agreement, and the rights and obligations of the County and the Applicant hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida.

23. Exhibits. All exhibits attached hereto contain additional terms of this Development Agreement and are incorporated herein by reference.

24. Captions or Paragraph Headings. 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 of any provision hereof.

25. Counterparts. This Development Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Development Agreement.

26. Term. This Agreement and the provisions hereof shall be in effect for a period of ten (10) years from the effective date hereof, unless terminated sooner or extended in accordance with the provisions of Fla. Stat. 163.3220, et. seq., and this Agreement.

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27. Assignability and Conveyance of the Property. The Applicant shall have the right to assign the rights and obligations granted in this Development Agreement to any subsequent owner of all or any part of the Property. The Applicant shall, within 20 days of closing, notify the County of any sale of any lands in the Property and any subsequent owners shall be included in any notices required by this Agreement or otherwise by law or ordinance

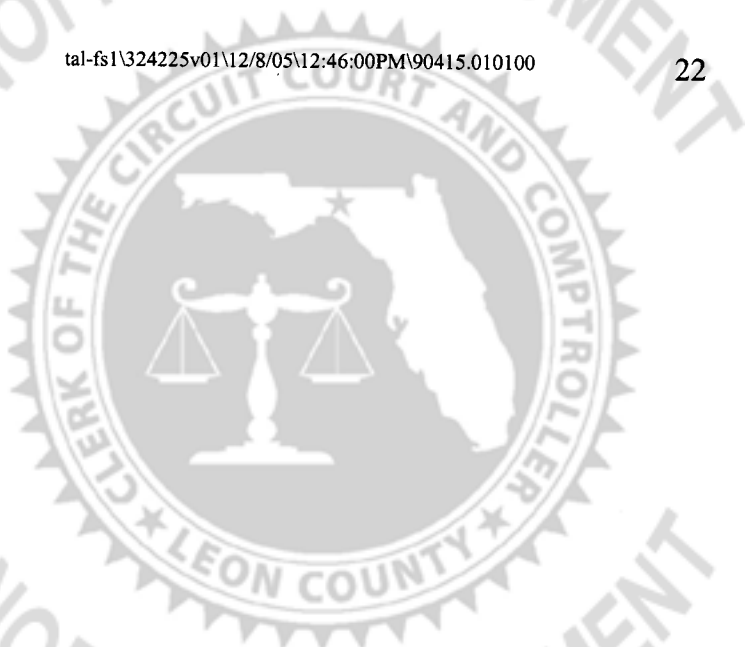
28. Termination. This Agreement may be terminated by mutual consent of the parties. This Agreement may also be terminated by the Applicant if an appeal or any other challenge is filed as to this Agreement, and at any time while an appeal or challenge is pending. Upon termination, all parties rights shall revert to those possessed prior to this Agreement and no portion of this Agreement of the negotiations or documents leading to the Agreement may be utilized by either Party or any Property Owner as a statement of legal position or waiver of any right, obligation, or defense.

29. Amendments and Extensions. This Development Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Section 163.3239, Florida Statutes.

30. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such 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 the specific rights and obligations set forth in this Development Agreement, the parties hereby declare their intention to cooperate with each other and to coordinate the performance of their respective obligations in effecting the terms of this Development Agreement

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31. Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

To the County:

Parwez Alam
Leon County Administrator
5th Floor, Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301
Telephone: (850) 488-9612

To the Applicant:

Ron Carlson, Executive Vice President
AIG Baker Tallahassee, LLC
AIG Baker Shopping Center Properties, LLC
1701 Lee Branch Lane
Birmingham, AL 35242
Telephone: (205) 969-1000

With a copy to:

Robert C. Apgar, Esquire
Greenberg Traurig, P.A.
101 East College Avenue
P.O. Drawer 1838
Tallahassee, FL 32302
Telephone: (850) 222-6891

32. Public Hearings. This 163 Development Agreement was approved by the Board of County Commissioners after two (2) public hearings, the first on October 25, 2005, and the second on December 6, 2005, at which time the 163 Development Agreement was approved.

33. Agreement Subject to Applicant Taking Title. The parties agree that the Applicant shall not seek, and the County shall not issue, any building permits for development of the Property to the Applicant or any property owner whose property is subject to the Agreement, and the Applicant shall not commence any development on the Property, until the Applicant has

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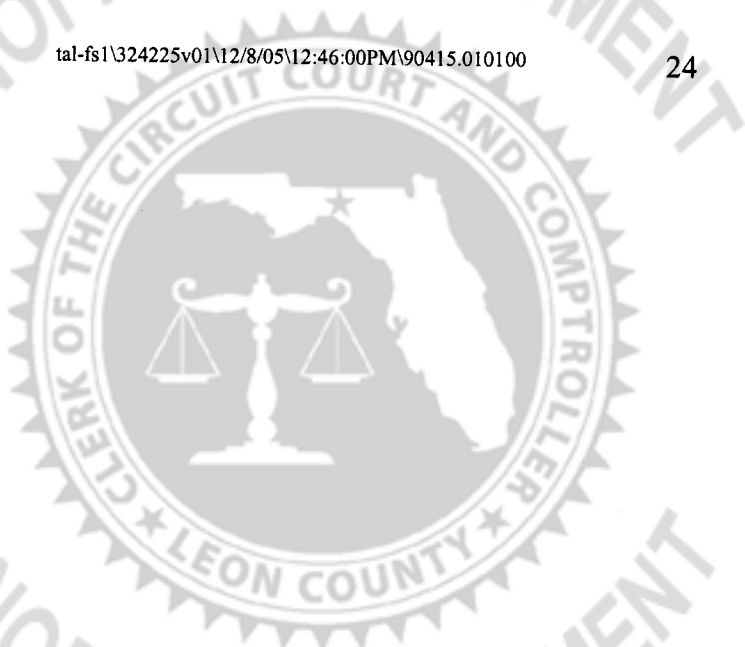


taken title to the Property. Should the Applicant give written notice to the County that the Applicant has elected not to close on the property, this Agreement shall be null and void, and of no further legal effect. Upon receipt of competent written evidence by the County that the Applicant's contract to purchase the property has terminated, this agreement shall be null and void and of no further legal effect.

34. Applicant Waiver. The Applicant waives any and all claims or causes of action that it has or may have against the County, should any court of competent jurisdiction invalidate this 163 Development Agreement or a development order based on this Agreement, in whole or in part. If this Agreement or any development order based on this Agreement is challenged, the Applicant agrees to defend the Agreement at its expense, and indemnify the County for the costs of defending such a challenge, subject to the Applicant's right to terminate the Agreement pursuant to paragraph 28 above.

35. Approval, Recording and Filing; Effective Date. The approval of this Agreement at the conclusion of the second public hearing shall be contingent upon the Applicant subsequently providing to the County copies of recorded deeds demonstrating that the Applicant is the legal and equitable owner of all properties that are subject to the Agreement. Provided, however, that the Applicant may apply for PUD Concept Plan Approval, and such approval may be granted as described in this Agreement, contingent upon the Applicant becoming the legal and equitable owner of all properties that are subject to this Agreement. Upon the Applicant taking title to all properties that are subject to the Agreement, this Agreement shall be deemed approved, and the County shall execute this Agreement without further action by the BCC. Pursuant to Section 10-1971E of the Leon County Code, the approval shall expire unless the Applicant executes the Agreement within thirty (30) days after the approval is complete as

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defined above. The County shall be deemed to have entered into the Agreement, within the meaning of Fla. Stat. 162.3239, when the Agreement has been executed by all Parties. Within fourteen (14) days after the Agreement is executed by all Parties, the County Administrator shall record the Agreement in the Official Records of Leon County, Florida. A copy of the recorded Agreement shall be submitted to the State Department of Community Affairs within fourteen (14) days after the Agreement is recorded. A copy of the recorded Agreement shall also be provided to the Applicant. This Agreement shall not be effective until it has been recorded in the Official Records of Leon County, Florida, and until thirty (30) days have elapsed after the Agreement has been received by the State Department of Community Affairs. The Agreement shall be binding upon and shall benefit and inure to the successors in interest of the parties to the Agreement.

36. Drafting; Rules of Construction. The parties acknowledge that they jointly participated in the drafting of this Development Agreement, and that no term or provision of this Agreement shall be construed in favor of or against either party based on drafting.

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IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the dates set forth below.

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Printed Name

Witness

Printed Name

AIG BAKER TALLAHASSEE, L.L.C., a
Delaware Limited Liability Company,

By: AIG BAKER SHOPPING CENTER
PROPERTIES, L.L.C., a Delaware Limited
Liability Company

Ronald L. Carlson

Executive Vice President

Date: 12/12/05

LEON COUNTY, a political subdivision
of the State of Florida

By

William Curtis Proctor, Jr.

Chairman Leon County Board of
Commissioners

DATE

ATTEST:

Bob Inzer, Clerk of the Court
Leon County, Florida

BY:



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List of Exhibits

- A. Legal Description of Property
- B. Master Conceptual Plan Package
 - 1. Conceptual Master Plan
 - 2. Conceptual Commercial and Mixed Use Plan
 - 3. Proposed Improvements for Buck Lake Road and Mahan Drive (Roadway and Landscaping)
 - 4. Lakefront Lot Plan
 - 5. Typical Waterfront Residential Lot Section (Finger Area)
- C. Development Approval Submittal Checklist
- D. Fallschase Development Standards
- E. Waivers/Exemptions/Code Interpretations/Clarifications
- F. Transportation Improvements To Be Funded and Completed by Developer
- G. Assignment and Waiver of Rights
- H. Buck Lake - Fallschase Agreement

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EXHIBIT "A"**DESCRIPTION:
FALLSCHASE
OVERALL BOUNDARY**

August 16, 2005

SURVEY DESCRIPTION:

A parcel of land located in Sections 22, 26, and 27, Township 1 North, Range 1 East; Leon County, Florida and described in Official Records Book 2299 page 01776 of the Public Records of Leon County, Florida, more particularly described by recent survey as follows:

BEGIN at a found 8" terra cotta monument marking the Southwest Corner of Section 26, Township 1 North, Range 1 East, Leon County, Florida, and run South 89° 51' 28" West along said South Boundary of said Section 27 a distance of 638.47 feet to a 4 inch by 4 inch concrete monument (#732) marking a point on the Northeasterly right of way boundary of the Seaboard Coast Line Railroad (120' right of way) (O.R. 1076, Pg. 542; P.B. 12, Pg. 83) and a point on a curve concave to the northeasterly; Thence northwesterly along said right of way boundary and said curve with a radius of 1849.86 feet; through a central angle of 10° 05' 54" for an arc distance of 326.04 feet (chord of said arc being North 46° 12' 41" West 325.62 feet) to a 4 inch by 4 inch concrete monument (#732); Thence North 41° 09' 59" West along said right of way boundary 495.05 feet to a 4 inch by 4 inch concrete monument (#732) marking a point of curve to the left; Thence northwesterly along said right of way boundary and said curve with a radius of 1918.24 feet; through a central angle of 09° 29' 19" for an arc distance of 317.68 feet (chord of said arc being North 45° 52' 56" West 317.31 feet) to a 4 inch by 4 inch concrete monument (#732); Thence leaving said Northeasterly right of way boundary run North 00° 29' 59" West along the West boundary of the East half of the East half of said Section 27 a distance of 2957.63 feet to a 4 inch by 4 inch concrete monument (#1254) 149.70 feet South of the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 27; Thence leaving said West boundary run South 89° 51' 36" West 678.21 feet to a 4 inch by 4 inch concrete monument (#1254); Thence South 89° 54' 00" West 719.78 feet to a 4 inch by 4 inch concrete monument; Thence run South 89° 51' 29" West 1220.53 feet to a 4 inch by 4 inch concrete monument (#1254) on the easterly right of way boundary of Weems Road (66' right of way) (P.B. 12, Pg. 90); Thence North 00° 16' 34" East along said easterly right of way boundary 149.86 feet to a 4 inch by 4 inch concrete monument (#1254); Thence leaving said East right of way boundary run North 89° 51' 56" East 1217.85 feet to a ½ inch pinched pipe; Thence North 00° 05' 23" West 1231.36 feet to a 4 inch by 4 inch concrete monument (#6988), on the southerly right of way boundary of State Road No. 10 (U.S. 90); thence North 67° 19' 30" East along said southerly right of way boundary 127.13 feet to a 4 inch by 4 inch concrete monument (#6988) on the southerly right of way boundary of Old Buck Lake Road; Thence run South 89° 58' 46" East along said southerly right of way boundary 1055.25 feet to a 4 inch by 4 inch concrete monument (#1254) marking a point of a non tangent curve to the left; Thence northeasterly, easterly and southwesterly along said curve with a radius of 50.00 feet through a central angle of 193° 40' 57" for an arc distance of 169.02 feet (chord of said arc being North 36° 28' 20" West 99.29 feet) to a 4 inch by 4 inch concrete monument (#1254); Thence North 89° 59' 16" West along the northerly right of way boundary of Old Buck Lake Road 805.27 feet to a 4 inch by 4 inch concrete monument (#6988) at

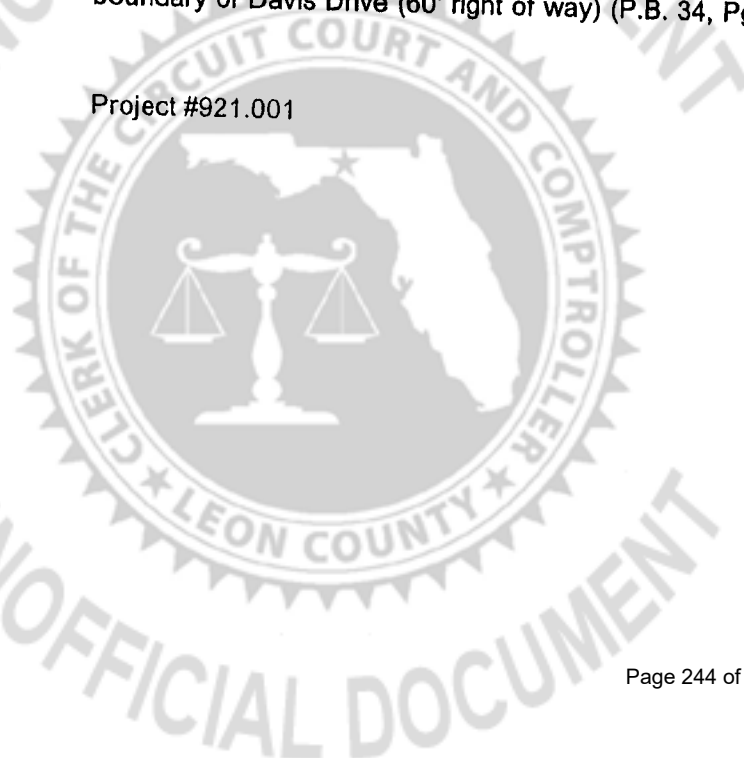
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the intersection with the southerly right of way boundary of said State Road No. 10; Thence North 67° 31' 35" seconds East along said southerly right of way boundary 119.03 feet to a 4 inch by 4 inch concrete monument (#6988); Thence South 20° 01' 36 " East along said Southerly Right of Way Boundary 3.27 feet to a 4 inch by 4 inch concrete monument (#6988); Thence North 67° 13' 06" East along said southerly right of way boundary 557.72 feet to a 4 inch by 4 inch concrete monument (#6988); Thence run North 22° 41' 46" West along said southerly right of way boundary 3.28 feet to a 4 inch by 4 inch concrete monument (#6988); Thence North 67° 15' 38" East along said southerly right of way boundary 171.10 feet to a 4 inch by 4 inch concrete monument (#6988); Thence South 67° 41' 02" East along the southerly right of way boundary 29.38 feet to a 4 inch by 4 inch concrete monument (#6988); Thence leaving said southerly right of way boundary run South 25° 10' 12" East along the westerly right of way boundary of County Road C-158, Buck Lake Road (right of way width varies) 111.71 feet to a 4 inch by 4 inch concrete monument (#6988) marking a point of curve to the left; Thence southeasterly along said right of way and said curve a with radius of 550.00 feet through a central angle of 54° 36' 38" for an arc distance of 524.22 feet (chord of said arc being South 53° 49' 42" East 504.60 feet) to a 4 inch by 4 inch concrete monument (#1254) on the westerly right of way boundary of Fallschase Boulevard and a curve concave northerly; Thence continuing southeasterly along said southerly right of way boundary of County Road C-158 and said curve with a radius of 550.00 feet through a central angle of 09° 08' 35" for an arc distance of 87.77 feet, (chord of said arc being South 85° 34' 34" East 87.68 feet) to a nail and cap (#732); Thence run North 89° 59' 52" East along said southerly right of way boundary 51.19 feet to a 4 inch by 4 inch concrete monument (#1254) on the Easterly Right of Way boundary of said Fallschase Boulevard; said point also lying on a curve concave southeasterly; Thence northeasterly along said southerly right of way boundary and said curve with a radius of 50.00 feet through a central angle of 36° 48' 14" for an arc distance of 32.12 feet (chord of said curve being North 71° 32' 50" East 31.57 feet) to a 4 inch by 4 inch concrete monument (damaged); Thence South 89° 57' 11" East along said southerly right of way boundary 961.85 feet to a 6 inch by 6 inch concrete monument (DOT) marking a point of curve to the left; Thence easterly along said right of way and said curve with a radius of 5928.56 feet through a central angle of 01° 26' 45" for an arc distance of 149.60 feet (the chord of said arc being North 89° 14' 45" East 149.59 feet) to a half inch iron pipe; Thence leaving said Right of Way boundary run South 00° 33' 52" West along the West boundary of property described in O.R. Book 1076, Page 542 of the Public Records of Leon County, Florida 719.25 feet to a 1/2 inch iron pin; Thence North 87° 27' 22" East along the South boundary of said property 215.59 feet to a 1/2 inch iron pin; Thence North 00° 01' 55" East along the East boundary of said property 718.24 feet to an iron pin (#5509) on the said south right of way boundary of County Road C-158; Thence North 87° 07' 47" East along said south right of way boundary 268.95 feet to a 6 inch by 6 inch concrete monument (DOT) marking a point of curve to the right; Thence easterly along said right of way boundary and said curve with a radius of 3779.33 feet through a central angle of 08° 25' 31" for an arc distance of 555.74 feet, (chord of said curve being South 88° 28' 10" East 555.24 feet) to a 4 inch by 4 inch concrete monument; Thence leaving said right of way boundary run South 00° 12' 37" East along the westerly boundary of property described in O.R.2280,Pg. 430 of the Public Records of Leon County, Florida 308.33 feet to a 4 inch by 4 inch concrete monument; Thence run North 89° 44' 31" East along the southerly boundary of said property 149.81 feet to a 4 inch by 4 inch concrete monument (#3208); Thence run North 00° 14' 13" West along the easterly boundary of said property 289.83 feet to a 4 inch by 4 inch concrete monument on said south right of way boundary of County Road C-158 marking a curve concave to the southerly; Thence southeasterly along said right of way boundary and said curve with a radius of 3779.33 feet through a central angle of 00° 37' 35" for an arc distance of 41.31 feet, (chord of said arc being South 81° 39' 25" East 41.30 feet) to a nail and cap (#7245); Thence South 81° 28' 03" East along said southerly right of way boundary 626.13 feet to a 4 inch by 4 inch concrete monument; then leaving said right of way boundary run South 00° 01' 16" West 492.23 feet to a 4 inch by 4 inch concrete monument; Thence run North 89° 28' 38" East 322.86 feet to a 4 inch by 4 inch concrete monument (broken); Thence North 52° 27' 53" East 86.76 feet to a 4 by 4 concrete monument (broken); Thence run North 89° 38' 57" East 225.98 feet to a 4 inch by 4 inch concrete monument on the westerly right of way boundary of Davis Drive (60' right of way) (P.B. 34, Pg. 55); Thence run South 00° 00' 45" West

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along said Westerly right of way boundary 59.85 feet to a 4 inch by 4 inch concrete monument; Thence leaving said right of way boundary run South 89° 43' 34" West 179.71 feet to a 4 inch by 4 inch concrete monument; Thence South 00° 18' 20" East 162.55 feet to a 4 inch by 4 inch concrete monument; Thence run North 89° 31' 14" East 180.49 feet to a iron pin (#4792) on the westerly right of way of Davis Drive; Thence South 00° 03' 34" East along said westerly right of way boundary 163.15 feet to a 4 inch by 4 inch concrete monument (broken); Thence leaving said right of way boundary run South 89° 42' 18" West 180.17 feet to a 4 inch by 4 inch concrete monument (x-top); Thence South 00° 17' 14" East 162.14 feet to a 4 inch by 4 inch concrete monument; Thence South 00° 16' 09" East 162.97 feet to a 4 inch by 4 inch concrete monument; Thence North 89° 30' 15" East 162.26 feet to an iron pin (#4792) on the westerly right of way of Davis Drive (60' right of way) (P.B.34, Pg.55); Thence North 89° 58' 21" East 60.43 feet to an iron pin (#4792) on the easterly right of way boundary of said Davis Drive; Thence South 07° 36' 18" West along said easterly right of way boundary 101.82 feet to a ¾ inch iron pipe; Thence leaving said easterly right of way boundary run North 89° 47' 09" East 420.33 feet to a ½ inch iron pin; Thence North 00° 02' 08" East 100.01 feet to a ½ inch iron pin; Thence North 89° 51' 28" East 249.69 feet to a ½ inch iron pin on the easterly right of way boundary of Thrush Drive (60' right of way) (P.B.34, Pg.55); Thence South 00° 16' 32" East 99.63 feet to a ¾ inch iron pipe; Thence North 89° 53' 15" East 199.78 feet to a ½ inch iron pin; Thence North 89° 49' 16" East 199.66 feet to a 1/2 inch iron pin; Thence North 00° 08' 21" West 100.00 feet to a 1/2 inch iron pin on the westerly right of way boundary of Ibis Drive (60' right of way) (P.B.34, Pg.55); Thence North 89° 54' 38" East 59.94 feet to a 3/4 inch iron pipe on the easterly right of way boundary of said Ibis Drive; Thence South 00° 23' 31" East 20.33 feet to an iron pin (#4016); Thence South 89° 38' 06" East 199.80 feet to a 6 inch terra cotta monument; Thence North 89° 50' 38" East 673.61 feet to an iron axle; Thence South 00° 28' 00" East 3922.81 feet to a 4 inch by 4 inch concrete monument; Thence South 89° 59' 42" West along the South boundary of said Section 26 a distance of 4525.03 feet to the POINT OF BEGINNING containing 681.00 acres more or less.

TOGETHER WITH:

A parcel of land described in Official Records Book 1747, Pg. 375 of the Public Records of Leon County, Florida; more particularly described by recent survey as follows:

Commence at the Southeast corner of Section 22, Township 1 North, Range 1 East, Leon County, Florida and run North 00 degrees 31 minutes 42 seconds West, 6.17 feet to the Northerly Right of Way boundary of County Road No. C-158 (Buck Lake Road) (80 foot Right of Way); Thence North 89° 46' 04" West along said right of way boundary 261.08 feet to a concrete monument (#1254); Thence North 01° 09' 35" East along the right of way boundary of County Road No. C-158 (Buck Lake Road) (100 foot right of way) a distance of 8.79 feet to a concrete monument (#1254) for the POINT OF BEGINNING; From said POINT OF BEGINNING run North 00° 29' 59" West 528.18 feet to a 4 inch by 4 inch concrete monument (#1254); Thence South 89° 52' 36" West 407.77 feet to an axle; Thence South 89° 56' 00" West 425.13 feet to a 4 inch by 4 inch concrete monument (#4792) on the southeasterly right of way of State Road No.10 (U.S. No.90); Thence South 67° 14' 28" West along said right of way boundary 299.55 feet to a 4 inch by 4 inch concrete monument (#6988); Thence North 22° 07' 40" West along said right of way boundary 6.65 feet to a 4 inch by 4 inch concrete monument (#6988); Thence South 67° 15' 47" West along said right of way boundary 115.96 feet to a 4 inch by 4 inch concrete monument (#6988); Thence South 23° 38' 46" West 27.03 feet to a 4 inch by 4 inch concrete monument (#6988), at the intersection of said Southeasterly right of way boundary with the Northeasterly right of way boundary of County Road No. C-158 (Buck Lake Road); Thence South 26° 27' 19" East along said northeasterly right of way boundary 110.74 feet to a 4 inch by 4 inch concrete monument (#1254) marking a point of curve to the left; Thence southeasterly along said right of way boundary and said curve with a radius of 450.00 feet through a central angle of 63° 39' 12" for an arc distance of 499.93 feet (chord of said arc being South 58° 11' 35" East 474.62 feet) to a 4 inch by 4 inch concrete monument (#1254); Thence South 89° 59' 10" East along said right of way boundary 781.37 feet to the POINT OF BEGINNING: Containing 13.21 acres, more or less.

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LESS AND EXCEPT:

That certain tract of land as recorded in O.R.B. 13, Page 191, of the Public Records of Leon County, Florida more particularly described by recent survey as follows:

Commence at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 27, Township 1 North, Range 1 East and run thence South 89 degrees 47 minutes 15 seconds West 247.36 feet to a C.M. (#1254), Thence North 00° 46' 26" East 706.42 feet to a 5/8" iron pin (#4792) for the POINT OF BEGINNING; From said POINT OF BEGINNING run North 00° 55' 26" East 100.00 feet; Thence North 89° 57' 49" East 100.00 feet, Thence South 00° 55' 26" West 100.00 feet; Thence South 89° 57' 49" West 100.00 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

That certain tract of land as recorded in O.R.B. 643, Page 530, of the Public Records of Leon County, Florida, more particularly described by recent survey as follows:

Commence at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 27, Township 1 North, Range 1 East and run thence South 89° 47' 15" West 247.36 feet; Thence North 00° 46' 26" East 806.42 feet to the POINT OF BEGINNING; From said POINT OF BEGINNING continue North 00° 46' 26" East 102.00 feet, Thence South 89° 58' 09" East 246.11 feet, Thence South 00° 47' 15" West 201.95 feet, Thence South 89° 57' 49" West 147.51 feet; thence North 00° 55' 26" East 100.00 feet; Thence South 89° 57' 49" West 100.00 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

Lots 1, 3 and 5, Block "N"; Lots 1, 7, 8, 9 and 10, Block "M"; Lots 3 and 5, Block "K"; Lots 1 and 4, Block "E"; Lots 3 and 7, Block "G"; Lot 5, Block "H" all in Fallschase West Village, Unit 1A, a subdivision as per map or plat thereof recorded in Plat Book 13, Pages 96-104 of the public records of Leon County, Florida.

ALSO LESS AND EXCEPT:

Lots 5, 23 and 33, Fallschase West Village, Unit 1B, a subdivision as per map or plat thereof recorded in Plat Book 14, Page 1 of the public records of Leon County, Florida.

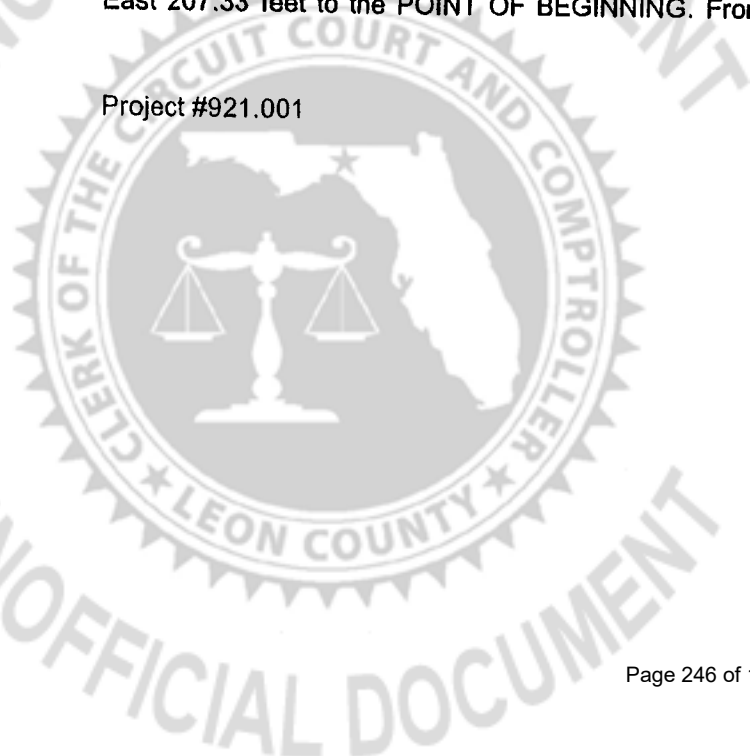
ALSO LESS AND EXCEPT:

A 2.0 acres parcel of land located in Section 26, Township 1 North, Range 1 East, Leon County, Florida as described in O.R. Book 1911, Page 1622 of the Public Records of Leon County, Florida more particularly described by recent survey as follows.

Commence at the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 1 North, Range 1 East, Leon County, Florida, and run North 89° 38' 06" West 199.80 feet to a point on the easterly right of way boundary of Ibis Drive; Thence North 00° 23' 31" West along said right of way boundary 20.33 feet; Thence leaving said easterly right of way boundary, run South 89° 54' 38" West 59.94 feet to the westerly right of way boundary of Ibis Drive; Thence South 00° 08' 21" East along said right of way boundary 100.00 feet; Thence leaving said westerly right of way boundary, run South 89° 49' 16" West 199.66; Thence South 89° 53' 15" West 199.78 feet to the easterly right of way boundary of Thrush Drive; Thence North 00° 16' 32" West along said easterly right of way boundary 99.63 feet; Thence leaving said easterly right of way boundary, run South 89° 51' 28" West 249.69 feet; Thence South 00° 02' 08" West 100.01 feet; Thence South 89° 47' 09" West 420.33 feet; Thence South 07° 31' 18" West 328.57 feet to a point of curve to the left; Thence southeasterly said curve, concave to the east, with a radius of 696.24 feet through a central angle of 29° 31' 11" for an arc distance of 358.71 feet (the chord of said arc being South 07° 13' 11" East 354.76 feet); Thence South 22° 05' 49" East 207.33 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South

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21° 56' 03" East 304.01 feet; Thence run North 74° 00' 33" East 238.50 feet; Thence North 04° 19' 38" West 312.23 feet; Thence South 73° 25' 26" West, 333.12 feet to the POINT OF BEGINNING.

Together with that certain grant of easement as recorded in Official Records Book 895, Page 951 of the Public Records of Leon County, Florida.

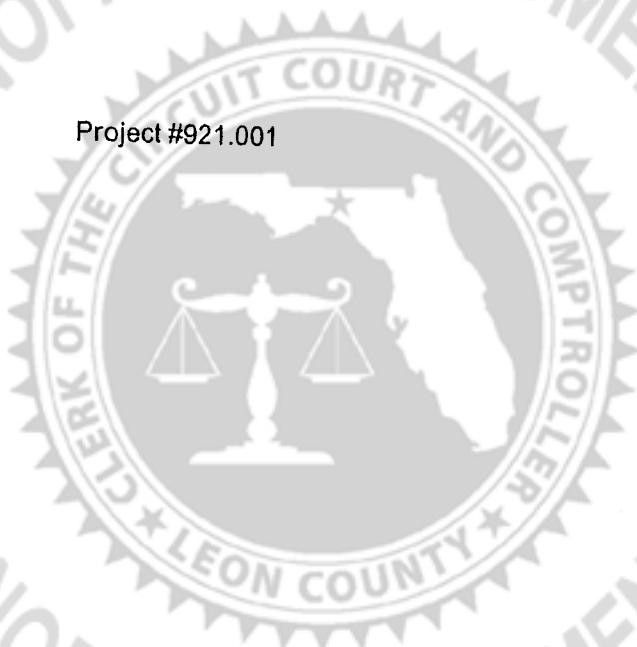
ALSO LESS AND EXCEPT:

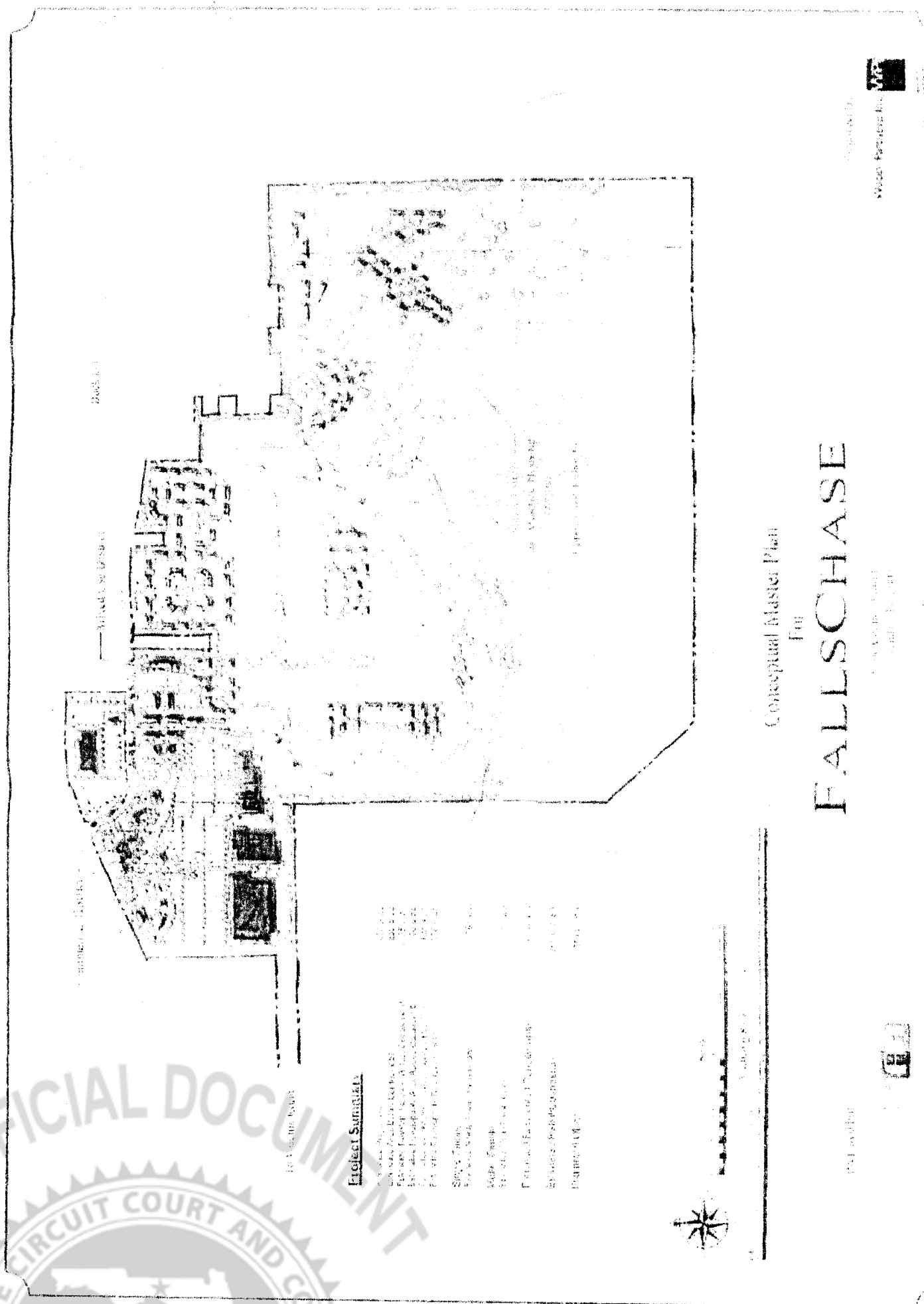
A 7.71 acres parcel of land located in Section 27, Township 1 North, Range 1 East, Leon County, Florida as described in O.R. Book 1747, Page 372 of the Public Records of Leon County, Florida, more particularly described by recent Survey as follows:

Commence at the Southeast corner of Section 27, Township 1 North; Range 1 East, (Southwest corner of Section 26), Leon County, Florida and run thence along the South boundary of said Section 27; S89°51' 28"W, 638.47 feet to a point on the Northeasterly boundary of the Seaboard Coastline Railroad Right of Way, said point being on a curve concave to the Northeasterly, thence Northwesterly along said Right of Way curve with a radius of 1849.86 feet, through a central angle of 10°05'54", for an arc distance of 326.04 feet (the chord of said arc being N46°12'41"W, 325.62 feet), thence continue along said railroad Right of Way N41°09'59"W, 495.05 feet to a point of curve to the left, thence along said Right of Way curve with a radius of 1918.24 feet, through a central angle of 09°29'19", for an arc distance of 317.68 feet (the chord of said arc being N45°52'56"W, 317.31 feet), thence leaving said railroad Right of Way run N00°29'59" W, along the West boundary of the East Half of the East Half of said Section 27, a distance of 3107.33 feet to the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 27 and the POINT OF BEGINNING. From said POINT OF BEGINNING, thence N00°47'15" E, 753.32 feet to a C.M. (#1254), thence N86°04'54" E, 458.31 feet to a C.M. (#1254) lying on the Westerly 100' Right of Way boundary of Fallschase Boulevard as per Plat Book 10, Page 95 of the Public Records of Leon County, Florida, thence S53°45'55" E along said right of way boundary, 73.42 feet to a C.M. (#1254) and a point of curve to the right, thence along said right of way boundary and said curve with a radius of 284.44 feet, through a central angle of 64°14'38" for an arc distance of 318.93 feet (the chord of said arc being S21°52'47"E, 302.49 feet) to a C.M. (#1254), thence S10°15'55"W along said right of way boundary, 170.01 feet to a C.M. (#1254), thence N79°41'02"W, 139.95 feet to a C.M. (#1254) and a point of curve to the left, thence along said curve with a radius of 212.49 feet, through a central angle of 58°31'49: for an arc distance of 217.07 feet (the chord of said arc being S70°58'27"W, 207.75 feet) to a C.M. (#1254), thence S41°45'44"W, 282.77 feet to a C.M. (#1254) and a point of curve to the right thence along said curve with a radius of 117.33 feet, through a central angle of 47°55'16", for an arc distance of 98.13 feet (the chord of said arc being S65°36'40"W, 95.30 feet) to the POINT OF BEGINNING, containing 7.71 acres, more or less.

Project #921.001

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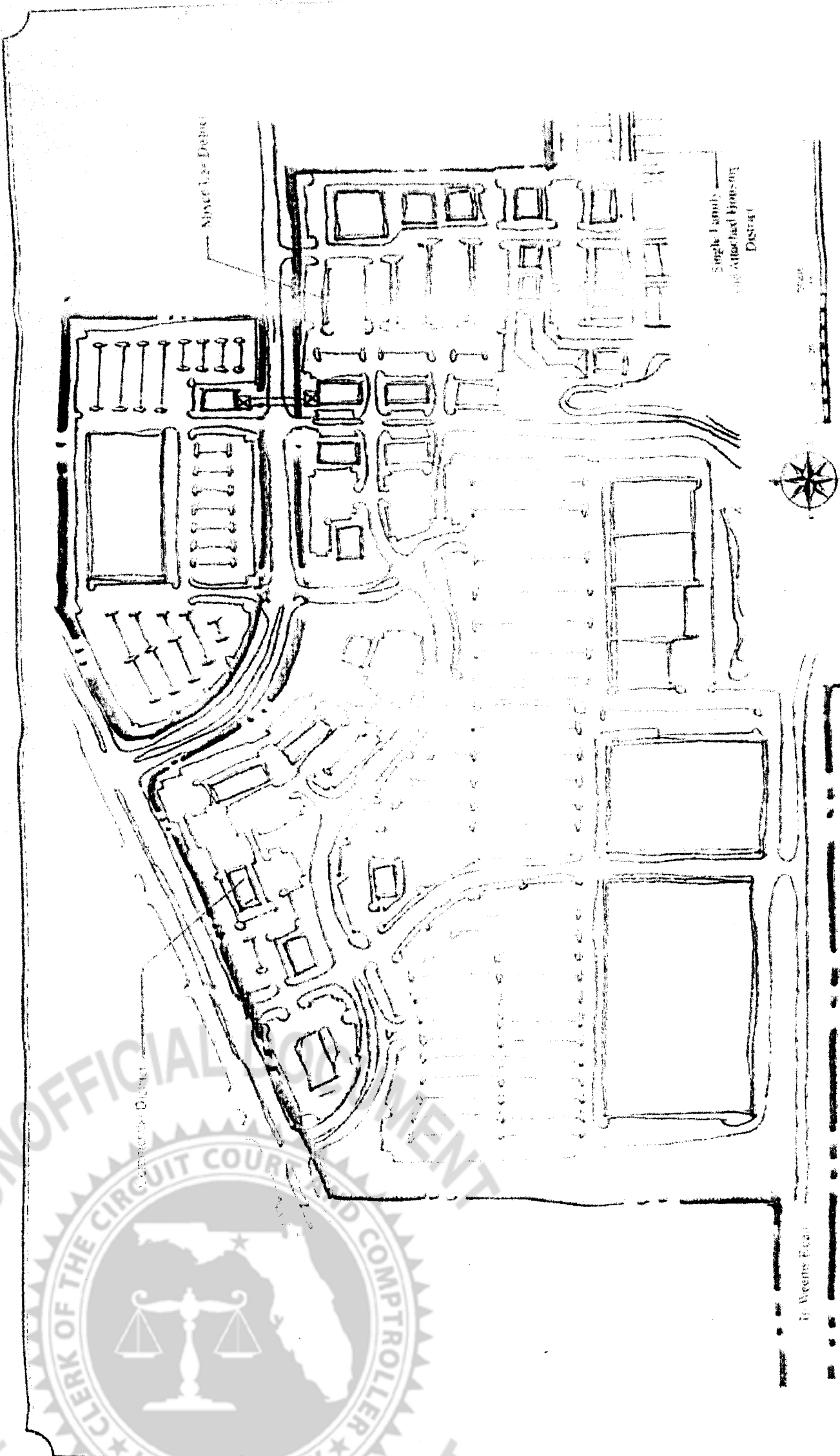




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CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY

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Conceptual Commercial and Mixed Use Plan

FALLSCHASE

for

UNOFFICIAL DOCUMENT



Wood Partners Inc.
10000 N. 15th Ave.
Suite 100
Tampa, FL 33613
813.288.1111

Proposed Improvements
For
3401 Lake Road at Mahan Drive
FALLSCHASE

Prepared for:
Wood Partners Inc.
10000 N. 15th Ave.
Suite 100
Tampa, FL 33613
813.288.1111



Prepared for:

Perspective View

Elevation View





Wood Partners Inc. WP

Mahan Drive Beautification

At

FALLSCHASE

Leon County Clerk
November 7, 2020

Unofficial Document

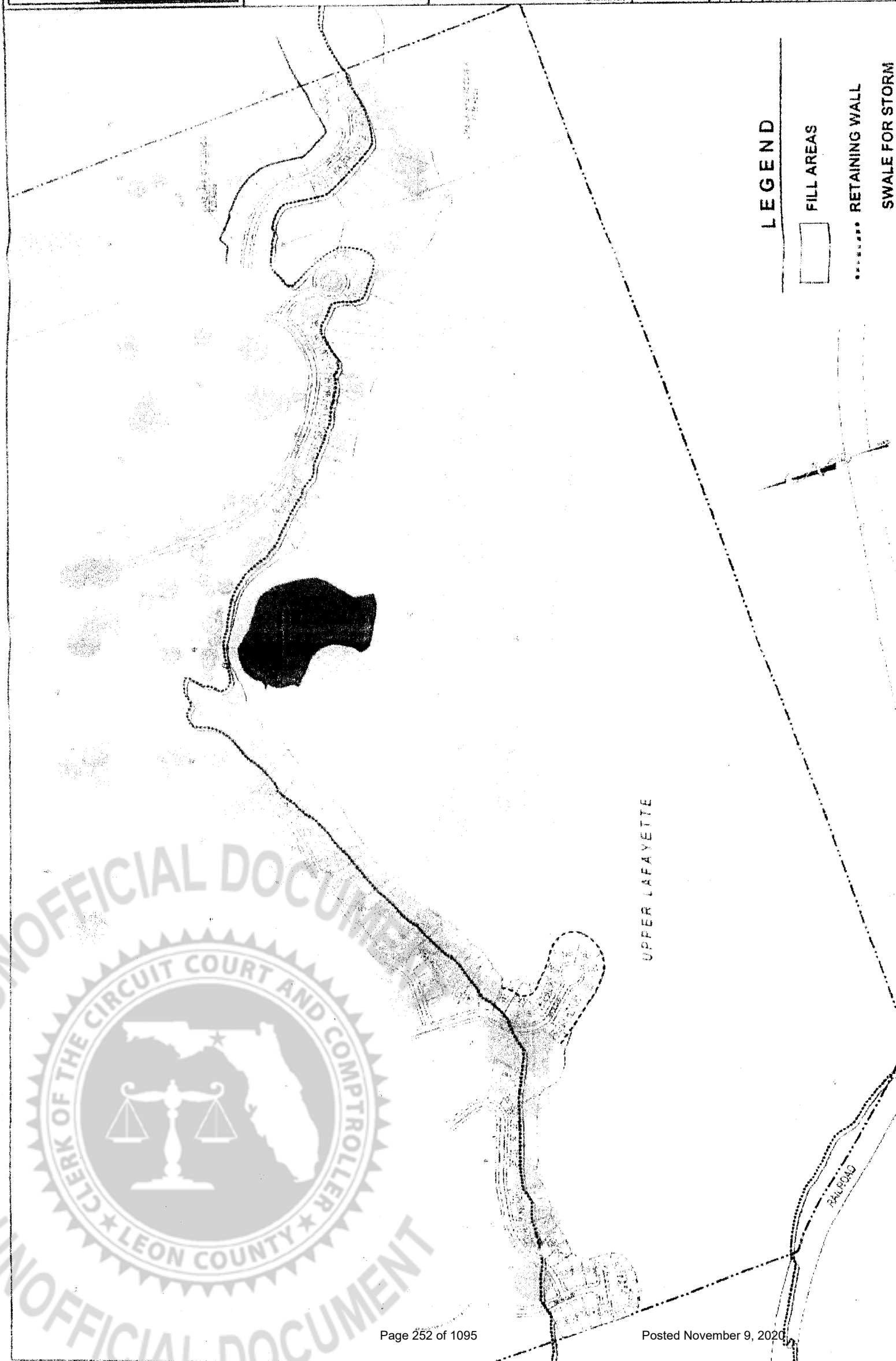
UNOFFICIAL DOCUMENT

CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY

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Exhibit B.4

<p>MB</p>	<p>MB</p>	<p>Moore Bass</p>
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Prepared By:
Wood Partners Inc. WPI

B.5
page 1

FALLSCHASE

Typical Lakeside Residential Lot Section at Peninsula

Leon County, Florida
October 24, 2017

Note:
Applies in areas where allowed
by development agreement.
Consistent with residential section of subject to Chapter

Prepared for:



UNOFFICIAL DOCUMENT

CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY, FLORIDA

UNOFFICIAL DOCUMENT

Prepared By:
Wood-Partners Inc. **WPI**

B.5
page 2

FALLSCHASE

Typical Lakeside Residential Lot Section

Leon County, Florida
October 24, 2005

Notes:
Applies in areas where allowed
by development agreement.
Conceptual residential section, subject to change

Prepared For



EXHIBIT “C”
DEVELOPMENT APPROVAL SUBMITTAL CHECKLIST

Preliminary Subdivision Plat/Non-Residential Site Plan		
Submittal Verification		
Applicant	Staff	
___	___	1. Location map of the phase within Fallschase;
___	___	2. North arrow, graphic scale, date, and approval block;
___	___	3. Proposed phase number or name;
___	___	4. Name, address and telephone number of the developer, surveyor of record, and engineer of record;
___	___	5. Boundary and area of phase, total number of lots, and density calculations or total square footage and type(s) of non-residential use(s);
___	___	6. Contour lines;
___	___	7. Existing natural and manmade features including, but not limited to, waterbodies, drainage channels, slopes;
___	___	8. Right of way widths and names of existing and proposed streets and all existing and proposed easements;
___	___	9. Lot layout, including lot lines with approximate dimensions, lot numbers, block letters, pedestrian way locations and any common open space areas within the phase;
___	___	10. Conceptual utility and drainage plan;
___	___	11. Landscape Plan; (non-residential and multi-family apartments only)
___	___	12. Stormwater management plan;
___	___	13. Parking, loading, and traffic circulation design with dimensions, pedestrian circulation, and any common open space areas within the phase (non-residential development only);

Note: A Natural Features Inventory and Environmental Impact Analyses are not required.



EXHIBIT "D"

FALLSCHASE DEVELOPMENT STANDARDS

I. Intent.

The Tallahassee-Leon County 2010 Comprehensive Plan and all County Land Development Regulations ("LDR's") adopted after the approval of the Fallschase DRI on February 12, 1974, cannot limit or modify the Applicant's right to complete the development authorized in the Fallschase DRI/PUD. Fla. Stat. 163.3167(8). The standards set out herein allow the applicant to complete the vested development of the Fallschase DRI/PUD while allowing the Applicant to remove a large part of the property located below the 51 foot NGVD elevation, the "Southern Property," from the developable area of the Project in order to donate said land to Leon County for public purposes. The development standards are intended to facilitate relocating previously approved development onto the area north of the Southern Property, and protecting significant existing trees found in and adjacent to the Southern Property.

II. General Applicability.

The standards set out herein shall control the development of the vested portions of the Fallschase DRI/PUD in Leon County, Florida ("Project") as authorized in the Fallschase DRI Development Agreement, and the non-vested portions of the Project to which these standards are made applicable. The vested portions of the Project shall be governed solely by the development standards set out herein or incorporated herein by reference. These standards will be applied during the PUD Concept Plan review, the site plan review, and environmental permitting of the project. In the event of a conflict between these standards and any applicable part of the County's Comprehensive Plan or LDRs, these standards shall prevail.

III. Environmental Protection.

The following Preservation and Conservation features, as outlined by the Tallahassee/Leon County Comprehensive Plan and Leon County Land Development Code, will be protected as follows:

A. Wetlands.

1. Applicant will provide setbacks of 150 feet from the 30 foot contour line adjacent to the Upper Lafayette sink hole.
2. Correspondence from the Florida Department of Environmental Protection ("FDEP") dated January 9, 1997 indicates that the Fallschase Residential DRI is great-grandfathered under Section 373.421(7), *Florida Statutes*.



3. To the extent that any federal jurisdictional wetlands are proposed to be impacted, Applicant will comply with all regulatory permitting requirements set forth in Section 404 of the Clean Water Act.

4. Applicant will donate a portion of the Southern Property in fee simple to Leon County (excluding lakefront lots, as depicted on Exhibit "B.4.") as provided in the Agreement.

B. Topography/Slopes.

1. The development will preserve the natural, severe slopes that are greater than 1/4 acre in total area.

2. Applicant will comply with Section 10-207(1) of the Leon County Code, entitled "sedimentation and erosion," in its entirety.

C. Open Space.

1. Applicant will preserve a minimum of 25% of the total area of the Property in a natural condition pursuant to Section 10-258 of the Leon County Code. For the purposes of this Agreement, the term "Development Site," as used in Section 10-258, shall include the entire Property as described in Exhibit "A," including the property donated to Leon County pursuant to the Fallschase DRI Development Agreement.

D. Archeological/Historical Resources.

1. Archaeological and historical sites will be surveyed and mitigated as required by the Department of State, Division of Historic Resources.

E. Listed Species.

1. A study of threatened and endangered species will be prepared by the Applicant at the time of Phase I site plan approval submittal and mitigation plans proposed where applicable.

F. Stormwater.

Stormwater treatment may be provided in part by underground stormwater treatment chambers. Applicant shall be permitted to utilize the Southern Properties for rate attenuation, notwithstanding any other rate control standards.

1. Applicant shall provide stormwater treatment that meets or exceeds standards contained in Section 10-191(b) of the Leon County Code.

2. Applicant will give preference to wet detention throughout the project.

3. The Applicant will utilize the two ponds located on either side of Fallschase Boulevard at the south end of the commercial area for wet detention stormwater treatment for all stormwater facilities treating commercial and office facilities and associated parking areas south of Buck Lake Road.

4. Applicant will comply with the table set forth in Section 10-191(b) of the Leon County Code entitled "Watershed Conservation Measures." Detailed stormwater design will be provided in connection with the Environmental Management Permit.

5. Applicant will plat easements for the conveyance of stormwater.

G. BMPs for Conservation and Preservation Areas.

1. Applicant will restrict pesticides, herbicides and fertilizers in conservation and preservation areas and in a 25 foot buffer around such areas pursuant to Section 10-213(2) of the Leon County Code. The Applicant will inform all buyers of property adjacent to such areas of county restrictions on the application of pesticides, herbicides and fertilizers.

H. Floodplain Management.

1. Applicant will comply with Article XII of the Leon County Code, entitled "Floodplain Management," except for the two finger areas designated for filling, as set forth on Exhibit "B.4," entitled "Lakefront Lot Plan."

2. Applicant has agreed to require completion of the flood certification form and execution of the flood indemnification covenant, as required by County policy for development in the floodplain.

3. Applicant will limit fill below the 51 foot contour to the minimum necessary for the planned development.

4. Applicant will set the finished floor elevation at three feet above the floodplain to comply with the current Leon County Code.

IV. Landscape Areas, Open Space Requirements, and Tree Protection.

In order to utilize the Property in an efficient manner, to protect the heritage oak trees which are located adjacent to the 51 foot NGVD contour line, and to maintain the unique environmental features of the property, Applicant will meet the following site specific landscaping, open space and tree protection standards for the Property, in lieu of any other landscaping, open space and tree protection standards adopted in the LDRs.

A. Minimum Landscaped Area.

1. A minimum of 15% of the total developed area shall be devoted to landscaping. The area comprising this 15% may be aggregated or distributed at the developers discretion and will include all buffers, interior landscape islands, setbacks and/or non-paved areas within the development parcel. This requirement shall apply only to the non-residential and multi-family components of Fallschase. No landscaping or open space requirement shall apply to single family development.

B. Landscape Standards for Perimeter and Interior Landscape Areas.

1. A minimum 10 foot buffer shall be established along all Property boundaries of the Fallschase development, including individual non-residential and multi-family components, except where provided as described below. This 10 foot area shall retain all existing trees 10 inches dbh or greater that are of good health, except where the existing grade of the land is higher than the adjacent roadway. Additional plantings may be added at the developer's discretion to provide further visual buffer between land use components and adjacent properties and may be planted in areas regraded to meet the roadway elevation.

2. A 30 foot wide, vegetative buffer shall be established along the southeastern property line extending north to westerly to Davis Road.

3. Interior landscape areas within the non-residential and multi-family parking areas will include landscape islands and shade trees. One 3 inch dbh shade tree shall be provided within each landscape island. The number of landscape islands shall be calculated as one island for every 24 parking spaces and shall be located at the terminus of parking bays as determined by final parking lot design. Each island shall be a minimum dimension equivalent of one regular parking space.

C. Weems Plantation Buffer.

A 30 foot wide, heavily landscaped, evergreen vegetative buffer shall be provided along the northern boundary of Weems Plantation and other adjacent lands (excluding internal components of Fallschase) where non-residential or multi-family development is proposed along the Property line of existing single-family residential development. This buffer shall consist of either existing vegetation and/or be augmented to provide a double row of evergreen hedge material (measured at 36 inches in height at the time of planting) and one evergreen shade tree (3 inch dbh) per 25 linear feet measured along the existing Property line. The location of the shade trees may be aggregated rather than planted at even intervals to achieve maximum visual screening.

D. Reforestation Requirements.

1. All non-residential and multi-family components shall replant one 3 inch dbh evergreen shade tree for every tree removed in excess of 24 inches or greater. These replanted trees may be used to satisfy the interior landscape area requirements or buffer area requirements, or stormwater management facility requirements with regard to required trees.
2. The single family residential component shall replant one 3 inch dbh evergreen shade tree for every tree removed in excess of 24 inches or greater, for all roadways, stormwater management facilities, or other common areas, but exclusive of the future construction within each lot. These replanted trees may be used to satisfy the buffer area requirements, or stormwater management facility requirements with regard to required trees.
3. All existing trees 24 inches or greater that are incorporated into the design of the project shall be available as credit against such reforestation requirements on the basis of one 3 inch dbh tree credit for every protected tree 24 inches or greater.

E. Stormwater Management Facility Landscaping.

1. All stormwater management treatment facilities will provide one 3 inch dbh evergreen shade tree for every 25 linear feet of pond perimeter as measured at the top of the pond berm. These shade trees may be aggregated rather than planted at even intervals at the discretion of the developer.
2. Fencing of the stormwater management facility shall be provided when side slopes exceed 3:1 and a double row of evergreen hedge material shall be planted outside the required fence. Where these facilities are designed to integrate with paved areas and structural walls as a component of the pond design, fencing will not be required.
3. The entire area of the stormwater management facility shall be available as credit for meeting the 15% landscape area requirements of any non-residential or multi-family component.
4. Applicant will provide water quality treatment through natural and manmade wetlands that will be part of the Stormwater Management System.

V. Height Requirements and Zero Lot Lines.

In order to accommodate the density and intensity of development originally approved for the Southern Property on the remaining portions of the Property, the height limits shall be four (4) stories for mixed use development, fifty (50) feet for general retail development, and fifty-five (55) feet for the movie theatre. AIG agrees to a 3 story



height limit for residential structures adjacent to Buck Lake Road. All other residential structures will be limited to 5 stories and 70 feet maximum building height. There shall be no setback requirements for commercial, residential or office development on the Property and all development shall be permitted to develop with zero lot lines and setbacks.

VI. Commercial Lighting.

Lighting in the commercial development areas will conform to the following general requirements:

1. Lighting fixtures will be "shoe box" type lights which are fully shielded meaning the light source is concealed within the housing
2. The lights will be directed downward to avoid light spillage. Perimeter lights may be directed inward to further reduce spillage along the perimeter of the property.
3. The fixtures will be Dark-Sky friendly. They will feature a flat glass lens as opposed to a convex lens. The flat lens directs light downward instead of outward. The flat lens and shielding are key elements to reducing light spillage. See International Dark-Sky Association at www.darksky.org.
4. During the final design phase a photometric plan will be prepared. Values for light intensity will be determined in foot candles at the property lines. At the property line, the light intensity will be minimal.

VII. Residential Lighting.

Lighting in the residential development areas will conform to the following general requirements:

1. Lighting fixtures in the multi-family residential parking areas will be "shoe box" type lights which are fully shielded meaning the light source is concealed within the housing
2. Street lighting in all residential areas will be low wattage and low lumen decorative street lighting.

VIII. Commercial Parking Standards.

Off street parking shall be provided on site to accommodate commercial uses as follows:.

<u>Minimum Parking Standards:</u>	
General Retail	1 space / 250 sf GFA* (inclusive of handicapped parking)
Restaurant	10 spaces / 1,000 GFA
Theater	1 space / 5 seats
Office	1 space / 300 sf GFA

* - GFA = gross floor area

IX. Conflict Resolution.

In the event that any County regulation that lawfully applies to the vested portion of the Fallschase DRI/PUD conflicts with the development standards set out herein, or would prevent the Applicant from completing the development approved in the Agreement, the Conceptual Master Plan, the PUD concept Plan, or the Final Development Plan, and such conflict cannot be resolved by reference to the Fallschase Development Standards set forth above, the parties will confer and agree on a development standard that will allow completion of the development consistent with the development standards set out herein, the Conceptual Master Plan, the PUD Plan, or the Final Development Plan. If the parties fail to agree, the matter shall be presented to the BCC for decision.



EXHIBIT "E"
WAIVERS/EXEMPTIONS/CODE INTERPRETATIONS/CLARIFICATIONS
Applicable to the Fallschase DRI/PUD non-vested property

This exhibit applies to the property added to the Fallschase DRI/PUD in the First DRI Amendment, consisting of a 60 acre parcel on the east side of the original DRI, and a 17 and ½ acre parcel located in the northwest part of the original DRI, as depicted on the Conceptual Master Plan, Exhibit B.1. The waivers, exemptions, code interpretations and clarifications set out herein are granted to enable the Applicant to place a significant portion of the vested development on the northern part of the Fallschase DRI property, recognizing that the Applicant will donate a major portion of the land below the 51 foot NGVD contour, the Southern Property, to the County for public use. The waivers, exemptions, code interpretations and clarifications set out herein are intended to facilitate the well-planned, attractive development of the remaining developable property in the Fallschase DRI as a whole.

I. Sixty (60) Acre Parcel.

A. Waivers & Exemptions.

1) Section 10-192(g)(2)(a)(1) (Lake Lafayette Special Development Zone -- "Zone B"): Applicant is granted a waiver from this subsection. Applicant will be allowed the following: Clearing, soil disturbance and building area will be allowed up to 75 % of the development site located within Zone B.

2) Section 10-192(g)(2)(a)(2) (Lake Lafayette Special Development Zone -- "Zone B"): Applicant shall be exempt from Section 10-192(g)(2)(a)(2). Applicant will provide stormwater treatment in accordance with Section 10-191 and will give a preference to wet detention where possible.

3) Section 10-207(2)(c): Applicant shall be exempt from the significant slope provision of this Section.

4) Section 10-258: Applicant shall be exempt from all requirements in this Section. The natural area requirements for commercial parcels are satisfied by the donation of the lake bottom as provided in the 163 Agreement.

5) Section 10-264: Applicant will be exempt from this Code Section, entitled "Reforestation Requirement." Applicant will comply with the reforestation standards set forth in Section VII of Exhibit "D" in lieu of the requirements set forth in Section 10-264.

6) Section 10-266: Applicant will be exempt from this Code Section, entitled "Planting Standards for all Landscape Areas." Applicant will comply with the standards set forth in Section VII of Exhibit "D" in lieu of the requirements set forth in Section 10-266.



7) Sections 10-311, 10-312, 10-313, 10-314, 10-915, 10-1480, 10-1481 and 10-1482: Applicant will be exempt from these and any other procedural Code Sections. Applicant will follow the same procedures mandated for the vested property as described in the 163 Agreement.

B. Code Interpretation/Clarifications.

1) Applicant shall be allowed to include preservation features (i.e. floodplain and high quality successional forests) within the boundaries of the platted lots.

2) Section 10-210: Applicant shall be allowed to discharge treated stormwater to the natural karst feature (sinkhole) located on the north side of Upper Lake Lafayette so long as the stormwater travels at least 300 feet through a natural drainage way or across the lake bed before reaching the karst feature.

3) Sections 10-292, 10-293 and 10-294: Applicant will mitigate for protected trees within any disturbed areas as identified in the environmental permit. Applicant will meet the standards of these Code Sections as modified by Section VII of Exhibit "D."

4) This development is consistent with Policy 1.3.5 of the Comprehensive Plan. The lakefront lot plat is deemed to meet this Policy because the buildable area of the lots will be above the 51' contour and the remaining land below the 51' contour will be donated for public use.

II. Seventeen and One Half (17 1/2) Acre Parcel.

A. Waivers & Exemptions.

1) Section 10-207(2)(c) and (d): Applicant shall be exempt from the significant and severe slope provisions of this Section.

2) Section 10-258: Applicant shall be exempt from all requirements in this Section. The natural area requirements for commercial parcels are satisfied by the donation of the Southern Property as provided in the 163 Agreement.

3) Section 10-264: Applicant will be exempt from this Code Section, entitled "Reforestation Requirement." Applicant will comply with the reforestation standards set forth in Section VII of Exhibit "D" in lieu of the requirements set forth in Section 10-264.

4) Sections 10-311, 10-312, 10-313, 10-314, 10-915, 10-1480, 10-1481 and 10-1482: Applicant will be exempt from these and any other procedural Code Sections. Applicant will follow the same procedures mandated for the remainder of the property as described in the 163 Agreement.



5) Section 10-266: Applicant will be exempt from this Code Section, entitled "Planting Standards for all Landscape Areas." Applicant will comply with the standards set forth in Section VII of Exhibit "D" in lieu of the requirements set forth in Section 10-266.

B. Code Interpretation/Clarifications.

1) Sections 10-292, 10-293 and 10-294: Applicant will mitigate for protected trees within any disturbed areas as identified in the environmental permit. Applicant will meet the standards of these Code Sections as modified by Section VII of Exhibit "D."

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Exhibit "F"
Transportation Improvements To Be Funded and Completed by Developer

Mahan Road – Construct a full signalized access at the western entrance to the Fallschase property. Construct right-in, right-out access at the approximate location shown on the Conceptual Commercial and Mixed Use Site Plan frontage on Mahan Road. Add required traffic acceleration/deceleration and turn lanes on Mahan Road along the frontage of the Fallschase property as warranted for Fallschase traffic.

Buck Lake Road – Donate the right-of-way required for the widening of Buck Lake Road to the eastern boundary of the northern 13 acre parcel that is a part of Fallschase, and donate one-half of the right-of-way required for the widening of Buck Lake Road from that point, east to the eastern boundary of the parcel that is part of Fallschase. Such donations of property shall exclude properties not owned as a part of Fallschase.

The Applicant will widen Buck Lake Road to add a third west bound left-turn lane, and will extend the four-lane portion of Buck Lake Road in areas depicted on Exhibit E.1.

The Applicant will relocate the existing median cut on Buck Lake Road and add three access points east along Buck Lake Road as shown of Exhibit E.1. Applicant may also improve, signalize and relocate the main entrance to Fallschase.

Weems Road – Applicant will make improvements to Weems Road to accommodate an entrance to the western side of Fallschase, so long as the right-of-way is sufficient to make such improvements. Applicant will not be required to acquire or fund the cost of this additional right-of-way for the installation of these contemplated improvements.

Note: As to all of the improvements described above, the Applicant assumes no responsibility to acquire or bear the cost of land for needed right of way. The Applicant's obligation to provide right of way shall be limited to land that the Applicant owns.



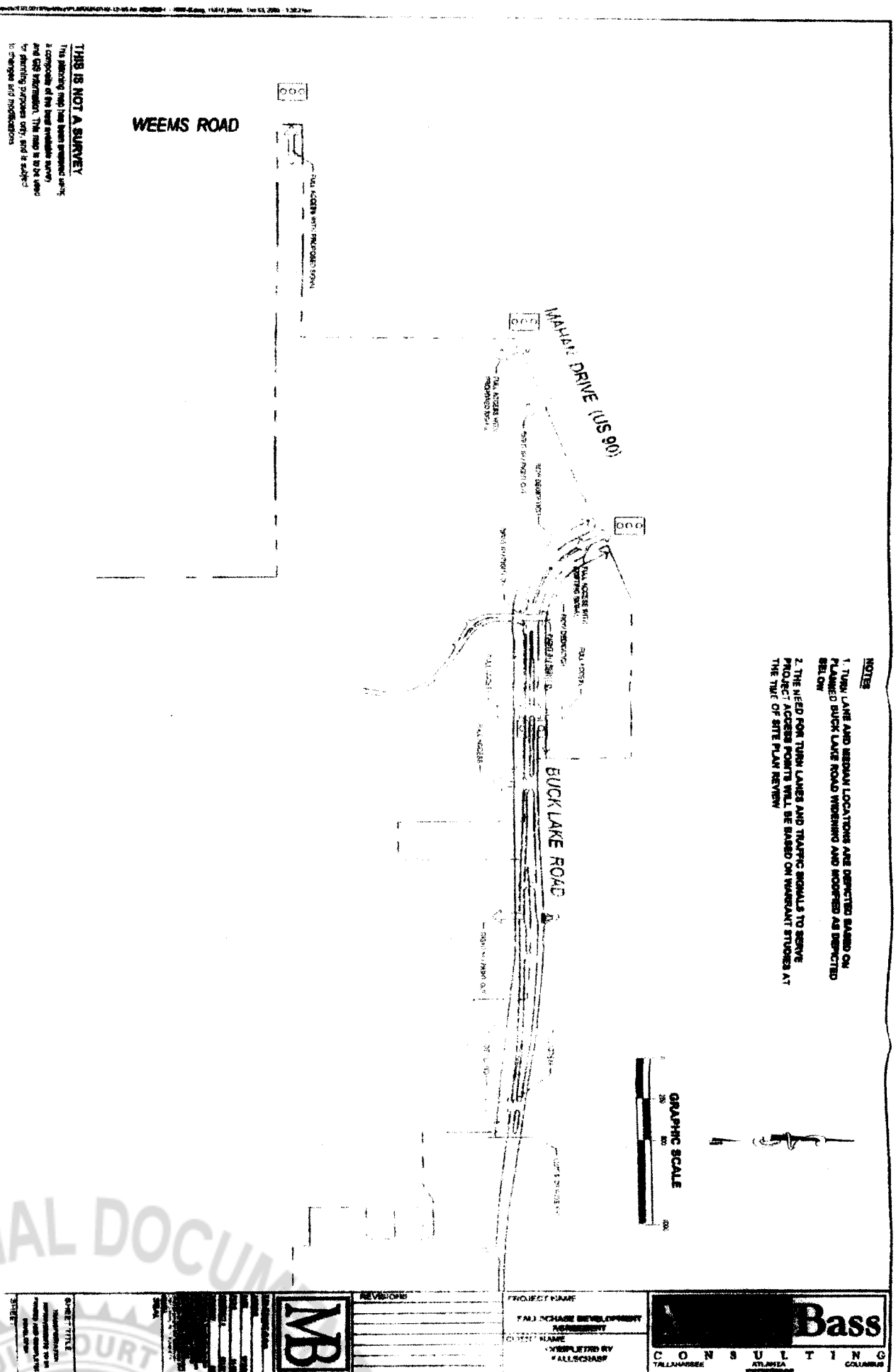


EXHIBIT “G”

ASSIGNMENT AND WAIVER OF RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That AIG-BAKER DEVELOPMENT, L.L.C. (“AIG-BAKER”), a Delaware limited liability company, for itself and for its successors and assigns, does hereby transfer and assign all vested development rights for the Fallschase DRI/PUD in excess of those approved by Leon County in the Development Agreement with AIG-BAKER to the portion of the Southern Property, as identified in said Development Agreement, that will be conveyed to Leon County following approval of the Phase I site plan for the Fallschase DRI/PUD.

AIG-BAKER hereby waives, releases, extinguishes and otherwise relinquishes any and all claims that it may have to vested development rights to develop Fallschase DRI/PUD at a density and/or intensity in excess of the development authorized in the Development Agreement approved by Leon County.

Signed and sealed this _____ day of _____, 2006.

WITNESSES:

AIG-Baker Development L.L.C., a
Delaware Limited Liability Company

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF LEON



THE FOREGOING INSTRUMENT was acknowledged by me on _____, 2005, by _____, who is personally known to me or who has produced _____ as identification.

Signature

Printed name of notary

NOTARY PUBLIC

Notary's Serial Number



BUCK LAKE--FALLSCHASE AGREEMENT

THIS AGREEMENT is entered into as of the 28th day of November, 2005, by and between AIG BAKER DEVELOPMENT, L.L.C., a Delaware Limited Liability Company and/or its successors and assigns, (hereafter "AIG") and The Buck Lake Alliance, a Florida corporation, (hereafter "BLA"). AIG and BLA mutually agree that the following terms and conditions shall be incorporated by reference into the Fallschase Development Agreement (hereafter "the Development Agreement") between Leon County and AIG. This Agreement shall be an exhibit to the Development Agreement, and the terms and conditions set out below shall have the same force and effect as if said terms and conditions were set out in the Development Agreement.

A. Commercial Development

1. The total retail commercial development on the site will be 750,000 square feet, and the total office development on the site will be 35,000 square feet. The mixed use development shall be drawn from these totals. AIG will adhere to the Letter of Intent from Ronald L. Carlson, Executive Vice-President -- Development, AIG Baker Shopping Center Properties, L.L.C., to the Buck Lake Alliance dated November 18, 2005, attached hereto as Exhibit "1," expressing AIG's commitment to a quality development. The Buck Lake Alliance acknowledges that this letter is a statement of intent, and is not enforceable by legal action. The Buck Lake Alliance may refer to the Letter of Intent in regard to the PUD Concept Plan or later site plans if it believes that AIG is departing from the intent expressed therein.
2. The area east of Mahan Drive, north of the new commercial entrance road, extending along Buck Lake Road just past the entrance from Buck Lake Road into Fallschase, as shown on Exhibit B.2 of the Fallschase Development Agreement, will be known as the "Village Center." The Village Center architecture will be equal to or better than the architecture of AIG's Patton Creek center. See photos attached as composite Exhibit "2." The Village Center stores shall include one national drug store not to exceed 16,000 square feet, located at the corner of Mahan Drive and the new commercial center access road, and one additional single owner/tenant store not to exceed 25,000 square feet. All other buildings for single owners/tenants shall not exceed 10,000 square feet. Any larger buildings shall be designed for multiple owners or multiple tenants. The theatre will conform to the style and materials of the Village Center, but certain design features and signage required to maintain the owner/tenant's corporate identity shall be determined by the owner/tenant.
3. The main commercial area located generally south of the new east-west access road, east of the Fallschase property boundary, and west of the new north-south entrance road, as shown on Exhibit B.2, may include larger stores, not to exceed a total of 500,000 square feet for all stores in this area. The larger stores will be designed to compliment the village center appearance.
4. The two ponds located on either side of Fallschase Boulevard at the south end of the commercial area will be wet detention stormwater treatment facilities for all commercial and office facilities and associated parking areas south of Buck Lake Road. These ponds will be

Exhibit "H"

J.D.
11/28/05
RC

designed consistent with the best practices of civil engineering design to minimize the unlikely event of a failure.

5. AIG agrees to extend the landscaping proposed to border Buck Lake Road along Mahan Drive adjacent to Fallschase as shown on Exhibit "B.3" of the Development Agreement.

6. AIG agrees to a 4 story height limit throughout the mixed use area, located east of the north-south entrance road and south of Buck Lake Road, as shown on Exhibit B.2 of the Development Agreement.

B. Residential Development

8. The total number of residential units shall be 1,514 (757 single family and 757 multi-family). AIG agrees to a 3 story height limit for residential structures adjacent to Buck Lake Road. All other residential structures will be limited to 5 stories and 70 feet maximum building height.

9. AIG agrees to a minimum 30 foot vegetated buffer along the entire eastern boundary of Fallschase, and along the northern boundary beginning at the northeastern corner of the Property and extending west to Davis Road.

10. AIG agrees that multi-family residential will not be located adjacent to the lakefront, or adjacent to the eastern boundary, or adjacent to the western boundary south of the commercial and mixed use development.

11. If AIG acquires additional property adjacent to Buck Lake Road, it will be limited to residential uses.

12. AIG will adhere to the lighting standards set out in Exhibit "D, VI, and VII" to the Development Agreement to avoid unnecessary spillover of light into the atmosphere (upward) or off the Fallschase property.

C. Lakefront Single-family Lots

13. All lakefront lots, except the lots on the two "fingers," will be platted as depicted on Exhibit B. 4 of the Development Agreement, so that each house will be located above the 51 foot contour. Houses will be elevated 3 feet above the 51 foot contour. The only disturbance below the 51 foot contour will be for swales within the lot to treat stormwater for each individual lot, and for the homeowner's landscaping and maintenance within the lot. Stormwater treatment shall meet or exceed the standards in Exhibit "D" of the Development Agreement.

14. The lakefront lots located on the two fingers, as shown on Exhibit B.4 of the Development Agreement may include a house location below the 51 foot contour. AIG may build retaining walls surrounding the fingers and place additional fill on the fingers as necessary. Otherwise, the only disturbance permitted below the 51 foot contour will be for stormwater treatment and for the homeowner's landscaping and maintenance within the lot. Stormwater

J.D. Wilson
11/9/20



treatment shall meet or exceed the standards in Exhibit D of the Fallschase Development Agreement.

D. Weems Neighborhood

15. The letter dated November 18, 2005, from Ronald L. Carlson, Executive Vice-President -- Development, AIG Baker Shopping Center Properties, L.L.C., to The Weems Communities, attached hereto as Exhibit "3" is incorporated herein by reference. The terms and conditions expressed in the letter shall have the same force and effect as all other terms of this Agreement.

E. PUD and Site Plan Review

16. AIG will submit the PUD concept plan and all subsequent site plans (including the commercial area photometric lighting plan) to the BLA Community Committee before it files the plans with County for approval. The Community Committee shall have seven (7) days to review and comment on the plan prior to AIG filing said plans with the County. The Committee's comments shall be advisory only.

17. When AIG closes on the Fallschase DRI property, AIG shall assign all vested development rights for the Fallschase DRI/PUD in excess of those approved in the Development Agreement to the portion of the Southern Property to be donated to Leon County. At the same time, AIG shall release, waive, extinguish and otherwise relinquish any and all claims that it may have to vested development rights to develop the Fallschase DRI/PUD at a density in excess of that approved in the Development Agreement. A copy of the assignment, release and waiver shall be recorded in the public records of Leon County, and a copy thereof shall be filed with the Department of Community Affairs and a copy provided to the BLA President.

AIG BAKER SHOPPING CENTER
PROPERTIES, LLC, a Delaware Limited
Liability Company

BUCK LAKE ALLIANCE, *Inc.*
a Florida Corporation

By: Ronald L. Carlson

Printed Name: RONALD L. CARLSON
Title: EXECUTIVE VICE PRESIDENT
Date: 11/28/05

By: John D. Dew

Printed Name: John D. Dew
Title: President, Buck Lake Alliance, Inc.
Date: November 28, 2005





**Composite
Exhibit B**











November 22, 2005

Mr. Leroy Peck
Mr. Jim Wells
The Weems Communities

Re: Fallschase Development issues relating to the Weems Communities

Dear Leroy and Jim:

The following is a listing of the issues we discussed and their resolution.

1. Sewer – We have asked the City of Tallahassee to serve the Fallschase Development with all utilities, including sanitary sewer. While we have confidence the City will provide such utilities, until we have a written commitment we must keep the existing on-site sewer plant as an option to serve the commercial development of Fallschase. Upon receipt of said commitment and our closing of the purchase of the said property, we will issue a letter to you confirming that the sewer plant will be dismantled.
2. Storm Water Management – The ditch along the eastern boundary of Fallschase will be relocated into the 30' easement that presently exists along the Fallschase property line.

The design for the handling of stormwater off the commercial development of the Fallschase property will be subject to best civil engineering design practices and the overflow of stormwater runoff will be directed westerly, in the event of a storm system failure. This overflow will enter the Fallschase stormwater system which will direct stormwater away from the Weems Communities.

The stormwater ponds serving the commercial development of Fallschase will be wet ponds if soils conditions allow. These ponds will be designed under best practices of civil engineering design to minimize the unlikely event of a failure.

3. If the road referred to as Fallschase Boulevard Extension is built, we will restrict commercial truck traffic from using this road through signage. Landscaping and dumpster enclosures will be used to minimize noise from these types of operations.

Exhibit 3

AIG Baker Development, L.L.C.

AIG Baker Real Estate, L.L.C.

AIG Baker Management, L.L.C.

1701 Lee Branch Lane • Birmingham, Alabama 35242 • 205/969.1000 Fax 205/969.1051



4. a. Fallschase Boulevard Extension will contain a buffer strip of no less than 30 feet from the southern curb of the roadway. Plantings in the buffer will include two rows of 3' shrubbery that will grow to 6' at maturity. No less than 125 trees will be planted in the buffer strip.
- b. Retaining Walls. No retaining wall shall exceed 15' in height. If a wall is needed that is higher than 15', there will be a bench of 8' (horizontally) insert in the wall profile. Such walls will be constructed from textured material such as split-face block. Any benches will be landscaped with proper screening materials.
- c. Commercial buildings shall be set back from the northern boundary of the Weems Communities by at least 150 feet.

Fallschase Boulevard Extension – If built, the traffic impacts on Weems Road, the intersection of Weems Road and Easterwood and the intersection of Easterwood and Capitol Circle will be mitigated by the governmental entities involved or by a cost-sharing agreement between the governmental entities and the Fallschase Developer.

No attached housing will border any existing residential community contiguous to the Fallschase property.

We will provide technical data from our lighting engineers that will show that light generation shall be shielded to minimize lighting spillover.

All slopes bordering the Weems Communities will be designed by registered civil engineers utilizing best management practices.

Most of the rear walls of the buildings will be screened by appropriate landscaping and the rear walls will be constructed with split-face block painted in two complementary colors.

We prefer to use evergreen trees in most of our landscaping design with complementing deciduous hardwood trees.

We will provide a six foot combination sidewalk and bike path for the length of the Fallschase Boulevard Extension and pedestrian crossings on the Fallschase Boulevard Extension will be striped and signage will be installed to alert motorists of the crossing.

At the appropriate time, we will appoint a project manager for the commercial development and will provide you with the contact information.

We will meet the county standards for siltation and runoff management during construction. Heavy equipment operation will be restricted to the hours of 6:00 AM to 10:00 PM daily.

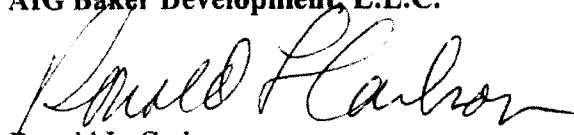


AIG Baker Shopping Center Properties welcomes this opportunity to work with the Weems Communities and we look forward to being your neighbors. Please note that the terms offered herein are only between the Weems Communities and AIG Baker Shopping Center Properties and will become effective upon our closing of the purchase of the Fallschase property.

This document will be binding on AIG Baker Development, L.L.C., its successors and assigns, and the homeowner associations of the Weems Communities.

If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,
AIG Baker Development, L.L.C.



Ronald L. Carlson
Executive Vice President –
Development

cc: Robert Apgar, Esquire
Andrew Lewis

Acceptance:
The Weems Communities

By: _____

Date: _____



**AGREEMENT FOR THE EXTENSION OF THE
FALLSCHASE DRI DEVELOPMENT AGREEMENT**

This *Agreement for the Extension of the Fallschase DRI Development Agreement* (hereinafter this "Agreement") is entered into this 29th day of September, 2014, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter "County," and, RBC FALLSCHASE, LLC, a Florida limited liability company (hereinafter "RBC") and CPP FALLSCHASE II LLC, an Ohio limited liability company (hereinafter "CPP").

RECITALS

WHEREAS, on December 12, 2005, the County and AIG-Baker Tallahassee, L.L.C., a Delaware limited liability company entered into the *Fallschase DRI Development Agreement* (hereinafter "Development Agreement"), recorded at Book 3420, Page 2132 in the Public Records of Leon County, Florida;

WHEREAS, RBC and CPP are the owners of the remaining undeveloped property that is the subject of the Development Agreement and the successors in interest to AIG-Baker Tallahassee;

WHEREAS, pursuant to paragraph 26, the Development Agreement, its expiration date is December 12, 2015 (i.e., ten (10) years from its effective date);

WHEREAS, pursuant to Sec. 10-2.504 of the Leon County Code of Laws, and Fla. Stat. 163.3229 (2013), a development agreement may be extended by mutual consent of the parties provided such extension is considered by the Board of County Commissioners at an advertised public hearing.

WHEREAS, this Agreement was approved by the Board of County Commissioners after a properly noticed public hearing held on September 2, 2014.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which is hereby acknowledged, County, RBC, and CPP do hereby agree that:

The expiration date in the Agreement is hereby extended an additional ten (10) years and paragraph 26 of the *Fallschase DRI Development Agreement* is hereby amended to reflect the new expiration date of December 12, 2025.

[SIGNATURES FOLLOW ON PAGES 2, 3, and 4]



IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Agreement by their duly authorized signatories.

RBC FALLSCHASE, LLC,
a Florida limited liability company
By: V Bar Ranch, LLC,
a Florida limited liability company
Its: Managing Member

Print Name: Carlos S. Bartke

By: Charles Vavrus, Jr.
Charles Vavrus, Jr.
Its: Managing Member

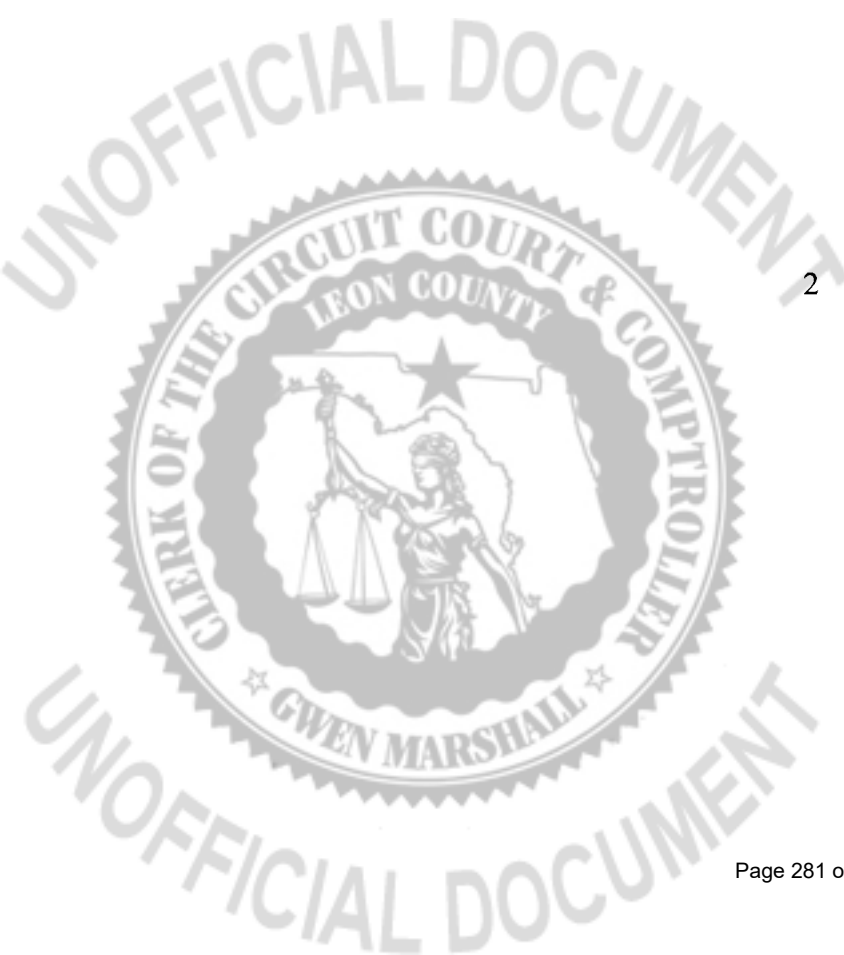
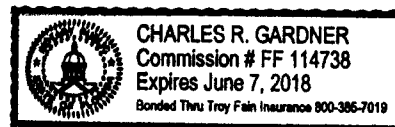
Print Name: Charles R. Gardner

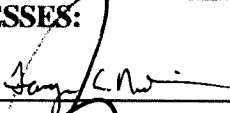
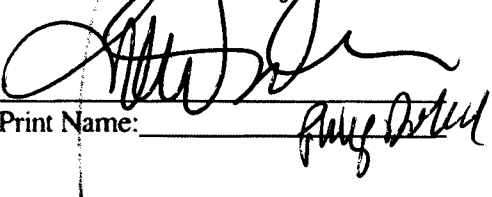

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 27th day of September, 2014, by **Charles Vavrus, Jr.** as **Managing Member** of **V Bar Ranch, LLC**, a Florida limited liability company, a **Managing Member** of **RBC FALLSCHASE, LLC**, a Florida limited liability company, on behalf of said limited liability companies.

☒ He is personally known by me; or
☐ He produced his _____ as identification.

Charles R. Gardner
Notary Public



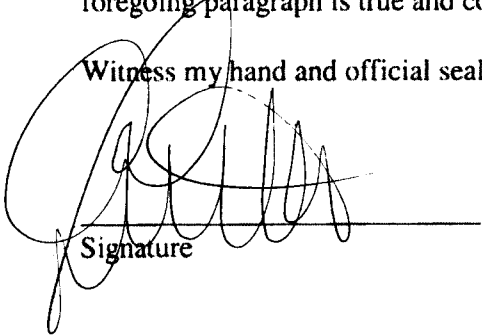
WITNESSES:  Print Name: <u>Tangy A. Nieba</u>  Print Name: <u>[illegible]</u>	CPP FALLSCHASE II LLC , an Ohio limited liability company By: CPP Fallschase LLC, an Ohio limited liability company, its Managing Member By: CPP Manager LLC, an Ohio limited liability company, its Managing Member By: Columbus Pacific Properties, Ltd., an Ohio limited liability company, its Manager By:  Brian Shirken, a Managing Member
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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

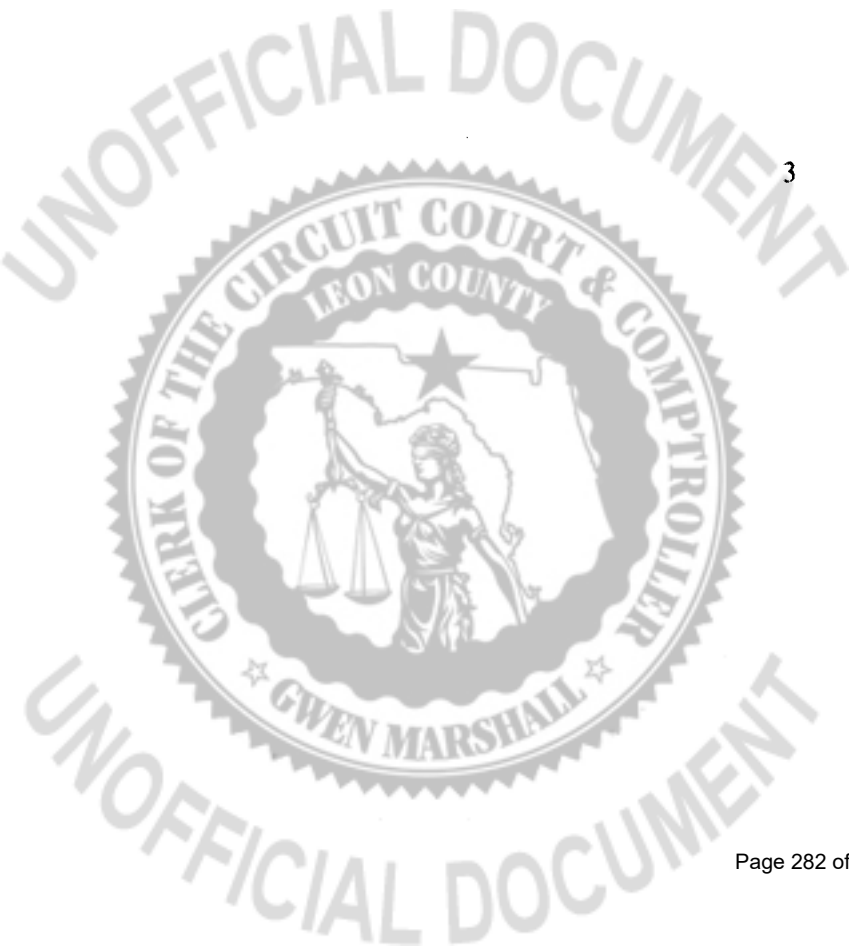
On September 18, 2014 before me, Cynthia Folesteanu, Notary Public, personally appeared Brian Shirken, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

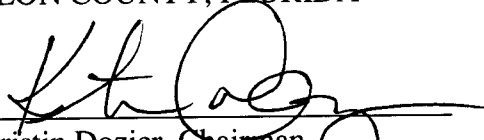

Signature

(Seal)






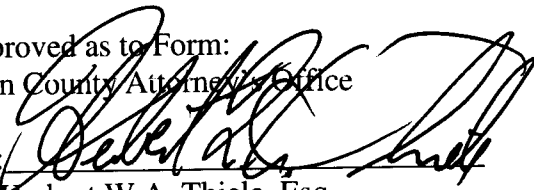
LEON COUNTY, FLORIDA

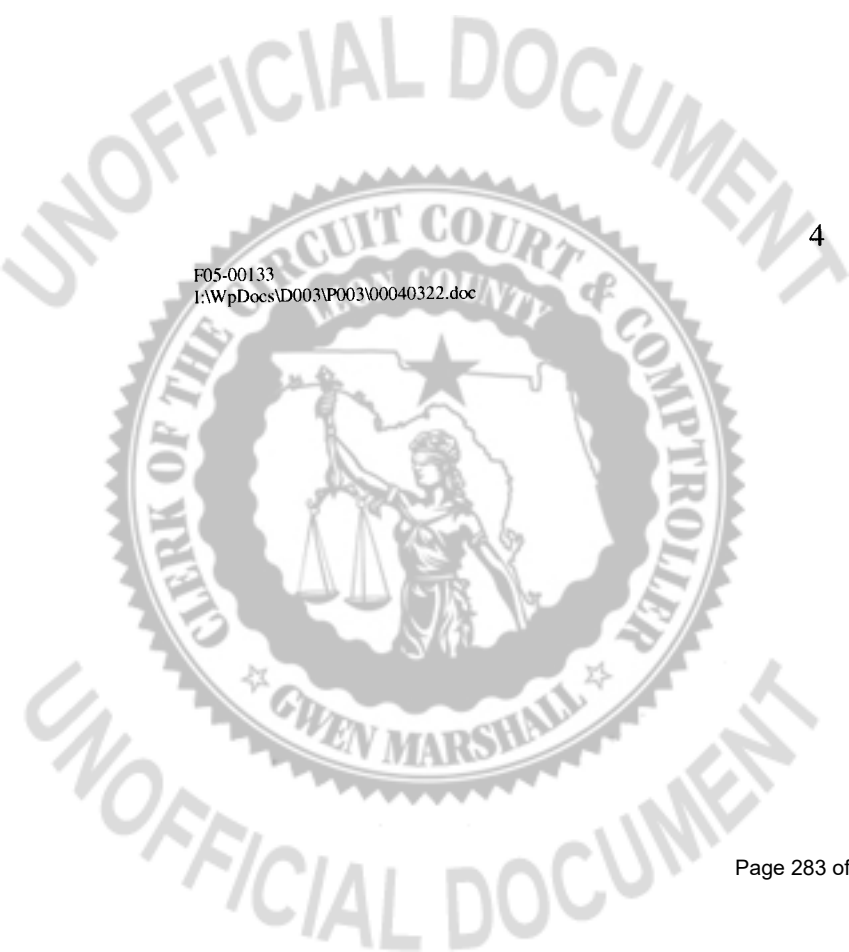
BY: 
Kristin Dozier, Chairman
Board of County Commissioners

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

BY: 

Approved as to Form:
Leon County Attorney's Office

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



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SECOND AMENDMENT TO FALLSCHASE DRI DEVELOPMENT AGREEMENT

This SECOND AMENDMENT TO FALLSCHASE DRI DEVELOPMENT AGREEMENT (the "Second Amendment to Development Agreement") is entered into this 9th day of December, 2019, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"), and FALLSCHASE II SPE LLC, an Ohio limited liability company ("Fallschase II") (the County and Fallschase II being hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, on December 12, 2005, the County and AIG-Baker Tallahassee, L.L.C., a Delaware limited liability company (hereinafter "AIG"), entered into the Fallschase DRI Development Agreement, which was recorded at Book 3420, Page 2132 in the Public Records of Leon County, Florida (the "Development Agreement"); and

WHEREAS, on September 29, 2014, the Development Agreement was amended to extend its term an additional ten (10) years, to December 12, 2025, in that Agreement for the Extension of the Fallschase DRI Development Agreement recorded at Book 4730, Page 302 of the Public Records of Leon County, Florida (the "Extension Agreement"); and

WHEREAS, attached to and made a part of the Development Agreement as Exhibit "H" is the Buck Lake – Fallschase Agreement by and between AIG and The Buck Lake Alliance, a Florida corporation ("BLA"); and

WHEREAS, Fallschase II is the successor in interest to AIG and owner of the remaining undeveloped property that is the subject of the Development Agreement; and

WHEREAS, Fallschase II and BLA desire to amend the Buck Lake – Fallschase Agreement by entering into a First Amendment to Buck Lake – Fallschase Agreement, to provide for one or more single owner/tenant retail or other business entity building not to exceed 10,000 square feet, and remove the requirement for a national drug store not to exceed 16,000 square feet in the area known as Village Center; and

WHEREAS, to amend the Buck Lake – Fallschase Agreement will also require removing and replacing Exhibit "H" of the Development Agreement; and

WHEREAS, this Second Amendment to Development Agreement will remove and replace the Buck Lake – Fallschase Agreement with the First Amendment to Buck Lake – Fallschase Agreement, a copy of which is attached hereto and made a part hereof as Composite Exhibit "H"; and

WHEREAS, pursuant to Section 163.3225, Florida Statutes (2018), the Board of County Commissioners is required to conduct two duly noticed public hearings to consider and approve the Second Amendment to Development Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Development Agreement is amended by removing and replacing the Buck Lake – Fallschase Agreement, which is attached to and made a part of the Development Agreement as Exhibit “H”, with the First Amendment to Buck Lake – Fallschase Agreement, a copy of which is attached hereto and made a part of this Second Amendment to Development Agreement as Composite Exhibit “H”.

2. Except as provided herein, the terms and provisions of the Development Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties evidence their agreement through the execution of this Second Amendment to Development Agreement by their duly authorized signatories.

WITNESSES:


Witness Signature

TAMI TOUCHETTE
Print Name


Witness Signature

ELIZABETH BERGER
Print Name

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 9th day of DECEMBER, 2019, by DANIEL STERN, as AUTH. REP. of Fallschase II SPE LLC, an Ohio limited liability company, on behalf of said entity, who ☒ is personally known to me, or ☐ who has produced _____ as identification.

FALLSCHASE II SPE LLC,
an Ohio limited liability company

By: 
Signature

DANIEL L. STERN
Print Name

AUTHORIZED REP.
Print Title


Notary Public, State of MICHIGAN

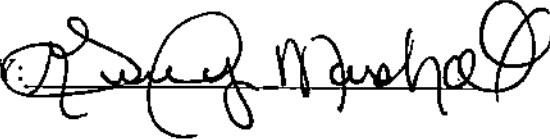


LEON COUNTY, FLORIDA

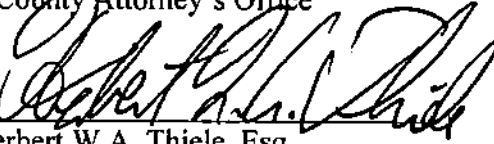
BY: 
Jimbo Jackson, Chairman
Board of County Commissioners

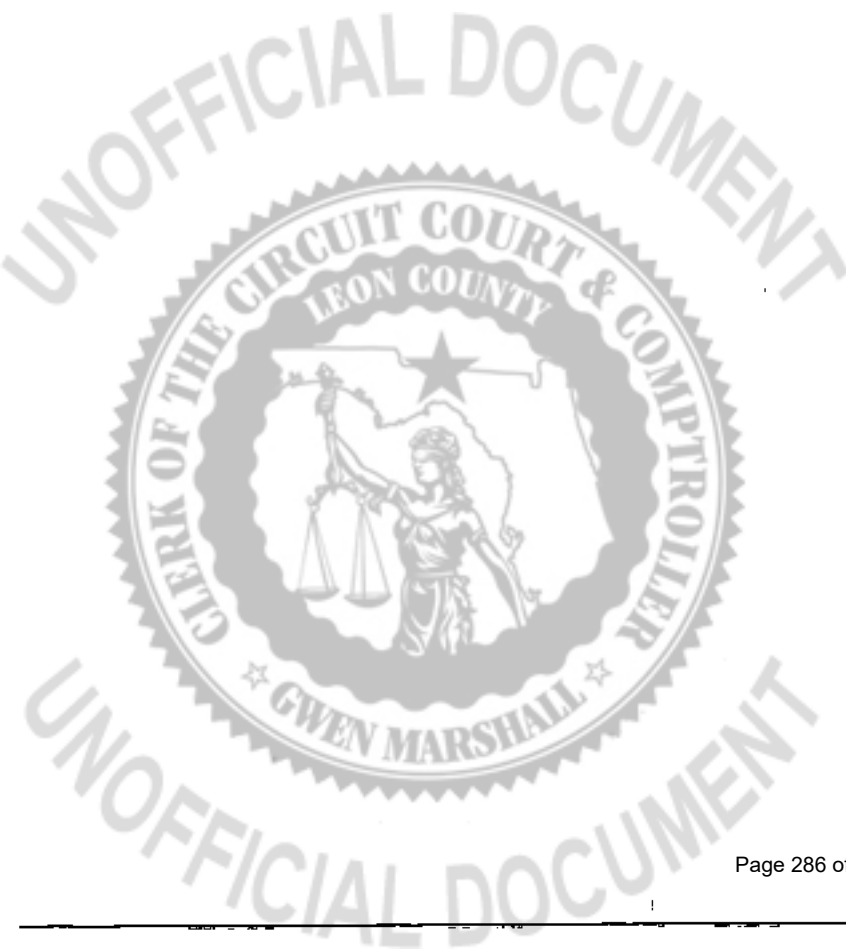


ATTEST:
Gwendolyn Marshall, Clerk of the Court
and Comptroller, Leon County, Florida

BY: 

Approved as to Form:
Leon County Attorney's Office

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



Composite Exhibit H

Prepared by and Return to:
Lawrence V. Ansbacher, Esq.
Ansbacher & Schneider, P.A.
5150 Belfort Road, Building 100
Jacksonville, Florida 32256

**FIRST AMENDMENT TO
BUCK LAKE – FALLSCHASE AGREEMENT**

This FIRST AMENDMENT TO BUCK LAKE – FALLSCHASE AGREEMENT ("First Amendment") is entered into and made effective this ____ day of _____, 2019 by and between Fallschase II SPE LLC, an Ohio limited liability company ("Fallschase") as successor to AIG Baker Development, L.L.C., a Delaware limited liability company ("AIG") and The Buck Lake Alliance, a Florida corporation ("BLA"). Fallschase and BLA mutually agree this First Amendment shall be incorporated by reference into the Development Agreement as identified below.

RECITALS

WHEREAS, on November 28th, 2005, AIG and BLA entered into the Buck Lake- - Fallschase Agreement ("Fallschase Agreement") being Exhibit H to the Fallschase DRI Development Agreement, recorded in Official Records Book 3420, Page 2132 as thereafter extended in that Agreement for the Extension of the Fallschase DRI Development Agreement recorded Official Records Book 4730, Page 302 all of the Public Records of Leon County, Florida (collectively "Development Agreement").

WHEREAS, the parties desire to modify the Fallschase Agreement as hereafter provided.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The text of Section 2 as provided in the Fallschase Agreement being:

"2. The area east of Mahan Drive, north of the new commercial entrance road, extending along Buck Lake Road just past the entrance from Buck Lake Road into Fallschase, as shown on Exhibit B.2 of the Fallschase Development Agreement, will be known as the "Village Center." The Village Center architecture will be equal to or better than the architecture of AIG's Patton Creek center. See photos attached as composite Exhibit "2." The Village Center stores shall include one national drug store not to exceed 16,000 square feet, located at the corner of Mahan Drive and the new commercial center access road, and one additional single owner/tenant store not to exceed 25,000 square feet. All other buildings for single owners/tenants shall not exceed 10,000 square feet. Any larger buildings shall be designed for multiple owners or multiple tenants. The theatre will conform to the style and materials of the Village Center, but certain design features and signage required to maintain the owner/tenant's corporate identity shall be determined by the owner/tenant."

180399 19.08.14: First Amendment to Fallschase Agreement - Final.docx
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is hereby deleted in its entirety and replaced with the following:

"2. The area east of Mahan Drive, north of the new commercial entrance road, extending along Buck Lake Road just past the entrance from Buck Lake Road into Fallschase, as shown on Exhibit B.2 of the Fallschase Development Agreement, will be known as the "Village Center." The Village Center architecture will be equal to or better than the architecture of AIG's Patton Creek center. See photos attached as composite Exhibit "2." The Village Center stores may include one or more single owner/tenant retail or other business entity building located at the corner of Mahan Drive and Lagniappe Way not to exceed 10,000 square feet and in compliance with all of the requirements of the Fallschase Village Center Building and Site Design Guidelines and Standard Manual, ("Design Manual"). All other buildings for single owners/tenants shall not exceed 10,000 square feet. Any larger buildings shall be designed for multiple owners or multiple tenants. The theatre will conform to the style and materials of the Village Center, but certain design features and signage required to maintain the owner/tenant's corporate identity shall be determined by the owner/tenant."

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this First Amendment by their duly authorized signatories.

All signatures appear on following page(s).



1st Witness: Tami Touchette
 Print Name: TAMI TOUCHETTE

Fallschase II SPE LLC,
 an Ohio limited liability company

2nd Witness: Brittany McQueen
 Print Name: Brittany McQueen

By: [Signature]
 Print Name: Daniel L. Stern
 Its: Authorized Signer
 Date of Execution: _____

STATE OF FLORIDA MICHIGAN
 COUNTY OF Oakland

The foregoing instrument was witnessed and acknowledged before me this 15th day of August, 2019 by Daniel Stern, Authorized Signer of Fallschase II SPE, LLC, a limited liability company, on behalf of said entity () who is/are all personally known to me or (X) who have produced _____ (Florida Driver's License) as identification.

Brittany McQueen
 Notary Public, State of Michigan
 My Commission Expires 03/10/2023

BRITTANY N. MCQUEEN
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF OAKLAND
 My Commission Expires 03/10/2023
 Acting in the County of Oakland

1st Witness: _____
 Print Name: _____

Buck Lake Alliance, inc,
 A Florida corporation

2nd Witness: _____
 Print Name: _____

By: _____
 Print Name: _____
 Its: _____
 Date of Execution: _____

STATE OF FLORIDA
 COUNTY OF _____

The foregoing instrument was witnessed and acknowledged before me this _____ day of _____, 2019 by _____, a _____, on behalf of said entity () who is/are all personally known to me or () who have produced _____ (Florida Driver's License) as identification.

Notary Public, State of _____
 My Commission Expires _____

1st Witness: _____
Print Name: _____

Fallschase II SPE LLC,
an Ohio limited liability company

2nd Witness: _____
Print Name: _____

By: _____
Print Name: Daniel L. Stern
Its: Authorized Signer
Date of Execution: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was witnessed and acknowledged before me this _____ day of _____, 2019 by _____, a _____, on behalf of said entity () who is/are all personally known to me or () who have produced _____ (Florida Driver's License) as identification.

Notary Public, State of _____
My Commission Expires _____

1st Witness: B.O.C.
Print Name: Ryan D. Culppie

Buck Lake Alliance, inc,
A Florida corporation

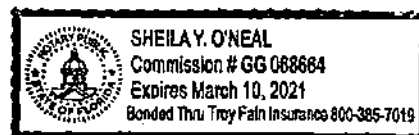
2nd Witness: Scott Brockmeyer
Print Name: Scott Brockmeyer

By: G.W. Miller
Print Name: Gerry Miller
Its: _____
Date of Execution: 8/14/19

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was witnessed and acknowledged before me this 14 day of August, 2019 by Gerald W. Miller of Buck Lake Alliance, Inc. a _____, on behalf of said entity () who is/are all personally known to me or () who have produced M460-299-51-369-0 (Florida Driver's License) as identification.

Sheila O'Neal
Notary Public, State of Florida
My Commission Expires March 10, 2021



OR BK 5420 PG 2180

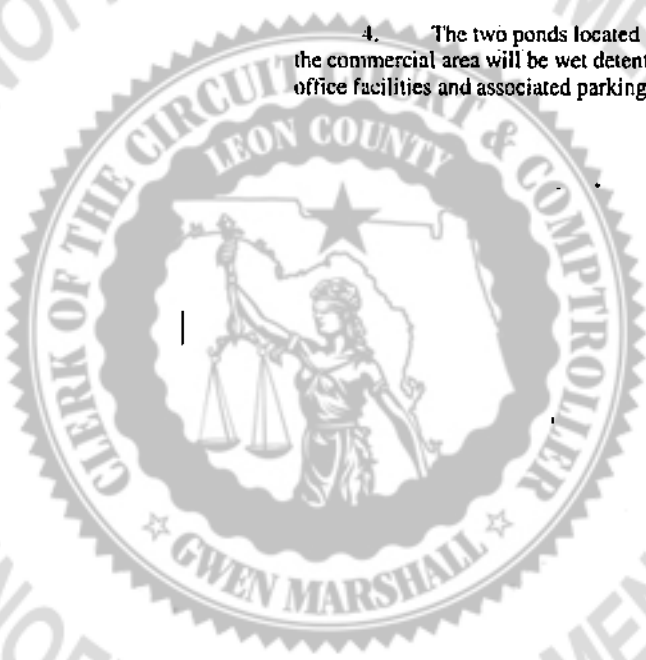
BUCK LAKE--FALLSCHASE AGREEMENT

THIS AGREEMENT is entered into as of the 28th day of November, 2005, by and between AIG BAKER DEVELOPMENT, L.L.C., a Delaware Limited Liability Company and/or its successors and assigns, (hereafter "AIG") and The Buck Lake Alliance, a Florida corporation, (hereafter "BLA"). AIG and BLA mutually agree that the following terms and conditions shall be incorporated by reference into the Fallschase Development Agreement (hereafter "the Development Agreement") between Leon County and AIG. This Agreement shall be an exhibit to the Development Agreement, and the terms and conditions set out below shall have the same force and effect as if said terms and conditions were set out in the Development Agreement.

A. Commercial Development

1. The total retail commercial development on the site will be 750,000 square feet, and the total office development on the site will be 35,000 square feet. The mixed use development shall be drawn from these totals. AIG will adhere to the Letter of Intent from Ronald L. Carlson, Executive Vice-President -- Development, AIG Baker Shopping Center Properties, L.L.C., to the Buck Lake Alliance dated November 18, 2005, attached hereto as Exhibit "1," expressing AIG's commitment to a quality development. The Buck Lake Alliance acknowledges that this letter is a statement of intent, and is not enforceable by legal action. The Buck Lake Alliance may refer to the Letter of Intent in regard to the PUD Concept Plan or later site plans if it believes that AIG is departing from the intent expressed therein.
2. The area east of Mahan Drive, north of the new commercial entrance road, extending along Buck Lake Road just past the entrance from Buck Lake Road into Fallschase, as shown on Exhibit B.2 of the Fallschase Development Agreement, will be known as the "Village Center." The Village Center architecture will be equal to or better than the architecture of AIG's Patton Creek center. See photos attached as composite Exhibit "2." The Village Center stores shall include one national drug store not to exceed 16,000 square feet, located at the corner of Mahan Drive and the new commercial center access road, and one additional single owner/tenant store not to exceed 25,000 square feet. All other buildings for single owners/tenants shall not exceed 10,000 square feet. Any larger buildings shall be designed for multiple owners or multiple tenants. The theatre will conform to the style and materials of the Village Center, but certain design features and signage required to maintain the owner/tenant's corporate identity shall be determined by the owner/tenant.
3. The main commercial area located generally south of the new east-west access road, east of the Fallschase property boundary, and west of the new north-south entrance road, as shown on Exhibit B.2, may include larger stores, not to exceed a total of 500,000 square feet for all stores in this area. The larger stores will be designed to compliment the village center appearance.
4. The two ponds located on either side of Fallschase Boulevard at the south end of the commercial area will be wet detention stormwater treatment facilities for all commercial and office facilities and associated parking areas south of Buck Lake Road. These ponds will be

Exhibit "H"

JD
11/28/05
RC

OR BK 5420 PG 2187

designed consistent with the best practices of civil engineering design to minimize the unlikely event of a failure.

5. AIG agrees to extend the landscaping proposed to border Buck Lake Road along Mahan Drive adjacent to Fallschase as shown on Exhibit "B.3" of the Development Agreement.

6. AIG agrees to a 4 story height limit throughout the mixed use area, located east of the north-south entrance road and south of Buck Lake Road, as shown on Exhibit B.2 of the Development Agreement.

B. Residential Development

8. The total number of residential units shall be 1,514 (757 single family and 757 multi-family). AIG agrees to a 3 story height limit for residential structures adjacent to Buck Lake Road. All other residential structures will be limited to 5 stories and 70 feet maximum building height.

9. AIG agrees to a minimum 30 foot vegetated buffer along the entire eastern boundary of Fallschase, and along the northern boundary beginning at the northeastern corner of the Property and extending west to Davis Road.

10. AIG agrees that multi-family residential will not be located adjacent to the lakefront, or adjacent to the eastern boundary, or adjacent to the western boundary south of the commercial and mixed use development.

11. If AIG acquires additional property adjacent to Buck Lake Road, it will be limited to residential uses.

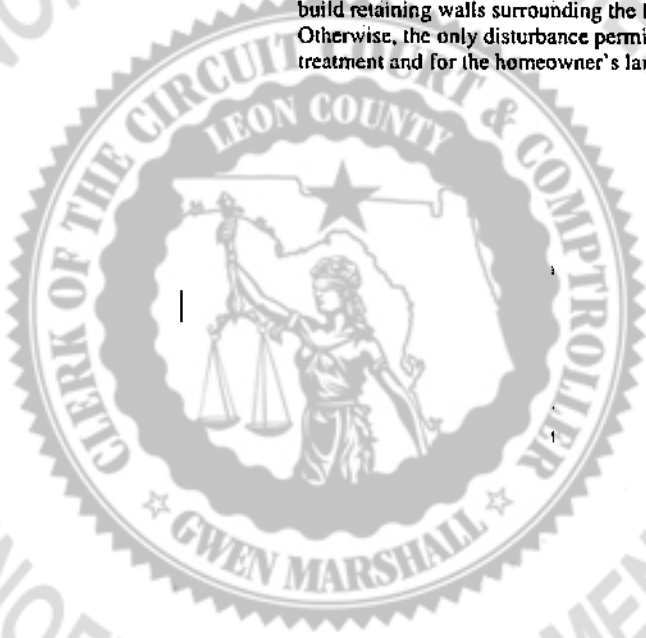
12. AIG will adhere to the lighting standards set out in Exhibit "D, VI, and VII" to the Development Agreement to avoid unnecessary spillover of light into the atmosphere (upward) or off the Fallschase property.

C. Lakefront Single-family Lots

13. All lakefront lots, except the lots on the two "fingers," will be platted as depicted on Exhibit B. 4 of the Development Agreement, so that each house will be located above the 51 foot contour. Houses will be elevated 3 feet above the 51 foot contour. The only disturbance below the 51 foot contour will be for swales within the lot to treat stormwater for each individual lot, and for the homeowner's landscaping and maintenance within the lot. Stormwater treatment shall meet or exceed the standards in Exhibit "D" of the Development Agreement.

14. The lakefront lots located on the two fingers, as shown on Exhibit B.4 of the Development Agreement may include a house location below the 51 foot contour. AIG may build retaining walls surrounding the fingers and place additional fill on the fingers as necessary. Otherwise, the only disturbance permitted below the 51 foot contour will be for stormwater treatment and for the homeowner's landscaping and maintenance within the lot. Stormwater

J.D.
11/12/20
R/C



treatment shall meet or exceed the standards in Exhibit D of the Fallschase Development Agreement.

D. Weems Neighborhood

15. The letter dated November 18, 2005, from Ronald L. Carlson, Executive Vice-President -- Development, AIG Baker Shopping Center Properties, L.L.C., to The Weems Communities, attached hereto as Exhibit "3" is incorporated herein by reference. The terms and conditions expressed in the letter shall have the same force and effect as all other terms of this Agreement.

E. PUD and Site Plan Review

16. AIG will submit the PUD concept plan and all subsequent site plans (including the commercial area photometric lighting plan) to the BLA Community Committee before it files the plans with County for approval. The Community Committee shall have seven (7) days to review and comment on the plan prior to AIG filing said plans with the County. The Committee's comments shall be advisory only.

17. When AIG closes on the Fallschase DRI property, AIG shall assign all vested development rights for the Fallschase DRI/PUD in excess of those approved in the Development Agreement to the portion of the Southern Property to be donated to Leon County. At the same time, AIG shall release, waive, extinguish and otherwise relinquish any and all claims that it may have to vested development rights to develop the Fallschase DRI/PUD at a density in excess of that approved in the Development Agreement. A copy of the assignment, release and waiver shall be recorded in the public records of Leon County, and a copy thereof shall be filed with the Department of Community Affairs and a copy provided to the BLA President.

AIG BAKER SHOPPING CENTER
PROPERTIES, LLC, a Delaware Limited
Liability Company

BUCK LAKE ALLIANCE, Inc.
a Florida Corporation

By: Ronald L. Carlson

By: John D. Dew

Printed Name: RONALD L. CARLSON
Title: EXECUTIVE VICE PRESIDENT
Date: 11/28/05

Printed Name: John D. Dew
Title: President, Buck Lake Alliance, Inc.
Date: November 28, 2005



OR BK 3420 PG 2189



**Composite
Exhibit B**



OR BK 5420 PG 2191





OR BK 3420 PG 2193



November 22, 2005

Mr. Leroy Peck
Mr. Jim Wells
The Weems Communities

Re: Fallschase Development issues relating to the Weems Communities

Dear Leroy and Jim:

The following is a listing of the issues we discussed and their resolution.

1. Sewer – We have asked the City of Tallahassee to serve the Fallschase Development with all utilities, including sanitary sewer. While we have confidence the City will provide such utilities, until we have a written commitment we must keep the existing on-site sewer plant as an option to serve the commercial development of Fallschase. Upon receipt of said commitment and our closing of the purchase of the said property, we will issue a letter to you confirming that the sewer plant will be dismantled.
2. Storm Water Management – The ditch along the eastern boundary of Fallschase will be relocated into the 30' easement that presently exists along the Fallschase property line.

The design for the handling of stormwater off the commercial development of the Fallschase property will be subject to best civil engineering design practices and the overflow of stormwater runoff will be directed westerly, in the event of a storm system failure. This overflow will enter the Fallschase stormwater system which will direct stormwater away from the Weems Communities.

The stormwater ponds serving the commercial development of Fallschase will be wet ponds if soils conditions allow. These ponds will be designed under best practices of civil engineering design to minimize the unlikely event of a failure.

3. If the road referred to as Fallschase Boulevard Extension is built, we will restrict commercial truck traffic from using this road through signage. Landscaping and dumpster enclosures will be used to minimize noise from these types of operations.

Exhibit 3

AIG Baker Development, L.L.C.

AIG Baker Real Estate, L.L.C.

AIG Baker Management, L.L.C.

1701 Lee Branch Lane • Birmingham, Alabama 35242 • 205/969.1000 Fax 205/969.1051

4. a. Fallschase Boulevard Extension will contain a buffer strip of no less than 30 feet from the southern curb of the roadway. Plantings in the buffer will include two rows of 3' shrubbery that will grow to 6' at maturity. No less than 125 trees will be planted in the buffer strip.
- b. Retaining Walls. No retaining wall shall exceed 15' in height. If a wall is needed that is higher than 15', there will be a bench of 8' (horizontally) insert in the wall profile. Such walls will be constructed from textured material such as split-face block. Any benches will be landscaped with proper screening materials.
- c. Commercial buildings shall be set back from the northern boundary of the Weems Communities by at least 150 feet.

Fallschase Boulevard Extension – If built, the traffic impacts on Weems Road, the intersection of Weems Road and Easterwood and the intersection of Easterwood and Capitol Circle will be mitigated by the governmental entities involved or by a cost-sharing agreement between the governmental entities and the Fallschase Developer.

No attached housing will border any existing residential community contiguous to the Fallschase property.

We will provide technical data from our lighting engineers that will show that light generation shall be shielded to minimize lighting spillover.

All slopes bordering the Weems Communities will be designed by registered civil engineers utilizing best management practices.

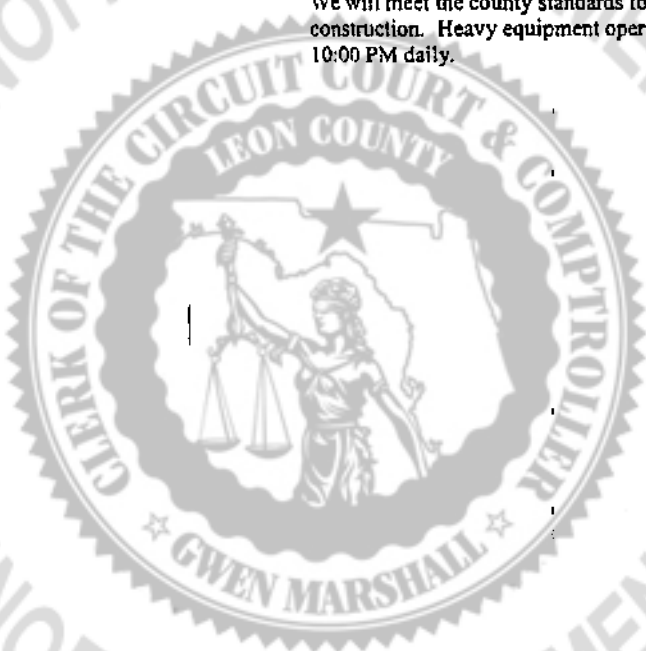
Most of the rear walls of the buildings will be screened by appropriate landscaping and the rear walls will be constructed with split-face block painted in two complementary colors.

We prefer to use evergreen trees in most of our landscaping design with complementing deciduous hardwood trees.

We will provide a six foot combination sidewalk and bike path for the length of the Fallschase Boulevard Extension and pedestrian crossings on the Fallschase Boulevard Extension will be striped and signage will be installed to alert motorists of the crossing.

At the appropriate time, we will appoint a project manager for the commercial development and will provide you with the contact information.

We will meet the county standards for siltation and runoff management during construction. Heavy equipment operation will be restricted to the hours of 6:00 AM to 10:00 PM daily.




OR BK 3420 PG 2195

AIG Baker Shopping Center Properties welcomes this opportunity to work with the Weems Communities and we look forward to being your neighbors. Please note that the terms offered herein are only between the Weems Communities and AIG Baker Shopping Center Properties and will become effective upon our closing of the purchase of the Fallschase property.

This document will be binding on AIG Baker Development, L.L.C., its successors and assigns, and the homeowner associations of the Weems Communities.

If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,
AIG Baker Development, L.L.C.


Ronald L. Carlson
Executive Vice President –
Development

cc: Robert Apgar, Esquire
Andrew Lewis

Acceptance:
The Weems Communities

By: _____

Date: _____



Fallschase Pattern Book

A guide for creating a traditional neighborhood in Tallahassee

Historical Concepts Final
October 4, 2018

Owner Revision
May 15, 2020

DEVELOPMENT REVIEW COMMITTEE APPROVAL

LEON COUNTY DEPARTMENT OF DEVELOPMENT SUPPORT
AND ENVIRONMENTAL MANAGEMENT

LEON COUNTY DEPARTMENT
OF PUBLIC WORKS

TALLAHASSEE-LEON COUNTY
PLANNING DEPARTMENT

Name and Title

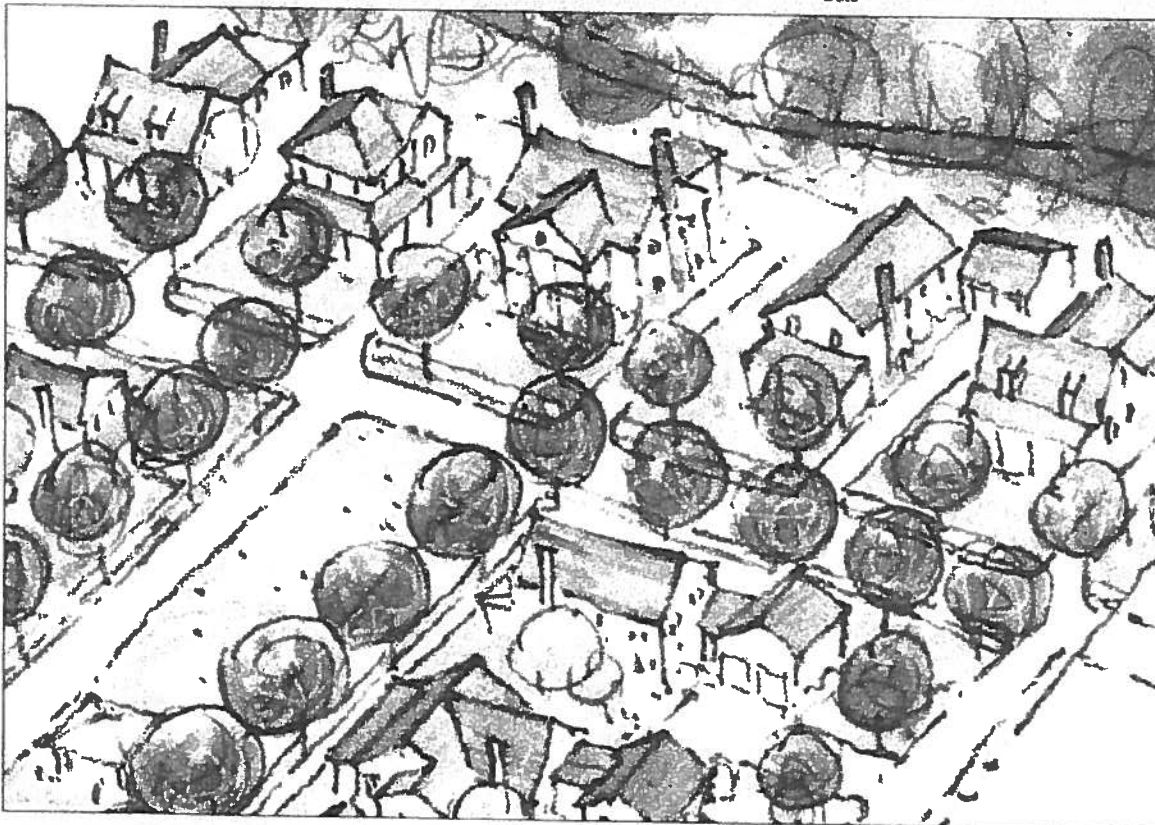
Date

Name and Title

Date

Name and Title

Date



HISTORICAL CONCEPTS

ARCHITECTURE & PLANNING

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Introduction

Overview

This Pattern Book has been created as a visual tool for the design and construction of houses at Fallschase. This document consists of general design guidelines, permissible building typologies, and permissible architectural styles. The purpose of the Fallschase Pattern Book is to provide standards for the design and construction of buildings within the community that ensure continuity of architectural aesthetics and the quality that is expected. The diagrams, photographs, and renderings included in this document allow it to function as both a regulating document and as a communication tool, representing the character and feel of future development. This information illustrates the minimum acceptable design and construction criteria, while still allowing room for unique and creative design. The ARC (Architectural Review Committee), as established by the neighborhood Codes, Covenants and Restrictions (CC&Rs), is solely responsible for allowing changes in design and materials as design trends and new products evolve for construction. The ARC shall take in consideration both building practices and design trends during the review process at its discretion for either approval or denial, while working to adhere to design plans and architectural standards contained within this pattern book. ARC approval, in writing, shall be provided to the local government when submitting for building permits to ensure compliance with the standards contained, herein.

A successful, healthy community is created by attention to detail at three levels of scale: the overall plan of the community, the quality of public space, and the quality and detailing of individual buildings. This document attempts to reinforce the envisioned plan for Fallschase by addressing the second and third scale: the shaping of the public realm and the articulation of the individual buildings. It is for this reason that this Pattern Book applies to all new homes at Fallschase and must be followed for all buildings that occupy a residential lot.

A major goal of these standards is to protect property values by ensuring that all construction occurs in a manner that respects the traditional architectural forms, building practices, and lot patterns of regional historic neighborhoods. These high standards also provide a level of predictability to residents and investors so they know what they can expect to see develop in Fallschase in future years. The building design and placement within each lot has a critical influence on the public realm and affects the values of the surrounding property directly. Fallschase seeks to encourage attractive development based upon aesthetic principles of the built environment that add to financial stability and generally improve public health, safety, and welfare.



Complimentary houses with consistent street presence make for a pleasing streetscape.



Open space has more value when it is fronted by houses and designed with amenities such as sidewalks and shade trees.

How to Use this Pattern Book

The guidelines of this Pattern Book are laid out in a sequential order, painting a clear picture of expectations for the neighborhood, lot, and building. Readers should start at the beginning of the document.

This **Introduction** section provides an overview of the community in order to orient the reader.

The **Lot Types and Massing** section categorizes specific lot types, which have been distributed throughout the community. These Lot Types define parameters for the layout of the individual building on the lot. General massing and form of the buildings has been suggested.

The **Architectural Patterns** section of this document identifies six architectural styles that are appropriate in Fallschase. These have been chosen for compatibility and to establish separate identities throughout the neighborhood.

The **Architectural Standards** section of this document guides the design details of the individual buildings, identifying appropriate materials and assembly methods to be considered in the design and construction process. All plans must be submitted and approved by ARC (architectural review committee) prior to applying for a building permit.



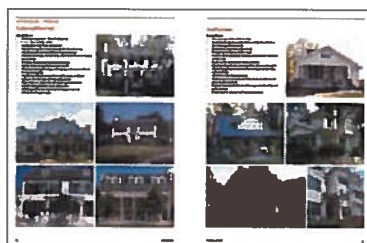
Introduction

Gain an understanding of the purpose of this Pattern Book and how to use it; overall master plan



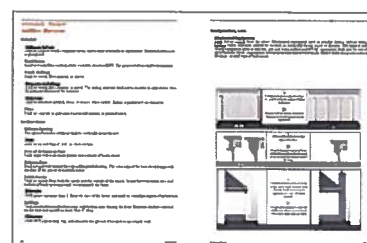
Lot Types and Massing

Identify your Lot Type and its corresponding regulations; ensure that it allows for the desired house size and layout



Architectural Patterns

Review the Architectural Styles and their recommended assignments to ensure the home will make a positive contribution to the neighborhood



Architectural Standards

Ensure that the House Plans meet the Architectural Standards for responsible design and construction

Master Plan





Lot Types and Massing

Overview

This section of the Fallschase Pattern Book focuses on specific regulations for each lot type. The lots and their houses must work in concert to frame and enhance public spaces which include the streets and open space of Fallschase. Proper application of this section of the Pattern Book will ensure that development in Fallschase maintains a constant and high level of design, consistent with the vision for the community.

Designers should utilize this section when determining building placement and massing to fulfill the collective vision. A discussion of house massing has been provided so that the designs clearly represent the styles that have been selected for Fallschase. Another aspect of the house that must adhere to these guidelines is where the garage is placed on the lot and how it connects with the house itself. Garage placement is discussed on page 9.



Lots are coded to have distinct front yard and side yard conditions.










Building massing should be composed of clear forms with secondary masses subordinate to the primary mass.

Lot Types Diagram

The lot types have been laid out to frame streets and open spaces. Groupings of like-sized lots help create consistency in scale along streets. These groupings also serve to define neighborhood boundaries.

Conceptual only. Recorded plat shall be used to create final image and inserted here.

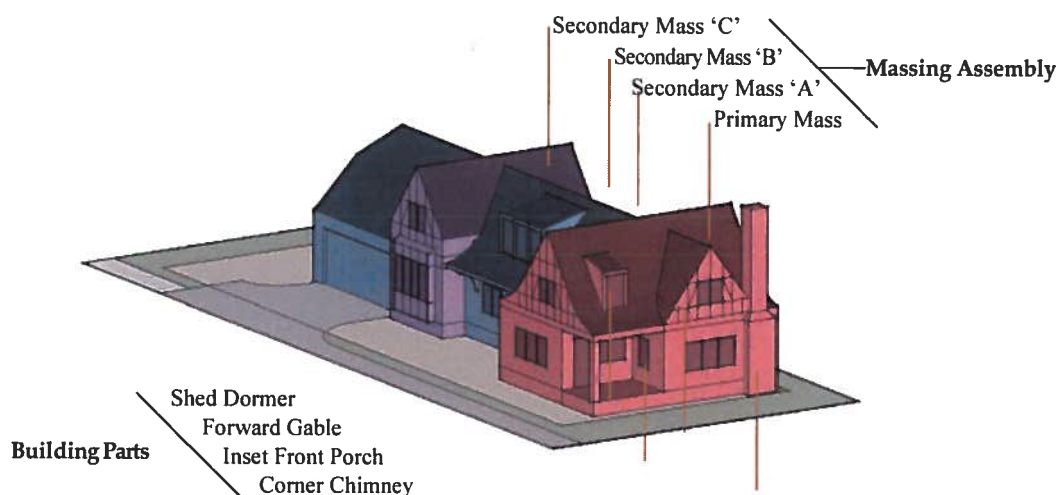
Lot Types Key	
	40' Single Family House
	50' Single Family House
	60' Single Family House
	65' Single Family House
	70' + Single Family House
	25' Townhouse
	Apartment Building

Lot Types and Massing

Massing

Houses are composed of many parts - the main body, wings, dormers, and porches. The assembly of these parts is referred to as the “massing.” How these parts are arranged matters because it is the underlying indicator of a house’s architectural style. Fallschase houses are inspired by traditional house styles, each with nuanced proportions and details, but all sharing the core idea that the massing is hierarchical and logical.

The primary mass of every house should be easily distinguishable and establish a hierarchy from primary to secondary massing, or original to ancillary massing. Designing a house in this manner allows for flexibility in laying out the interior program, often resulting in playful exterior forms. The result is a house that appears ordered and balanced. Sometimes this approach to the massing evokes the idea that it grew over generations, one small addition at a time.



This house is an example of logical massing. There is a clear hierarchy from the primary to secondary massing that reduces the scale of the overall building in an organized fashion.



This house design uses ancillary massing (and changes in siding material) to compliment the original massing (two-story main body) in a way that relays an implied story about the history and evolution of the house.

Garage Placement

Fallschase is envisioned as a neighborhood that puts people and their living environment first, and the car and the garage second. Therefore taming the impact of garages by pulling them back from the street and pushing the houses forward is an important goal. Where alleys are present, the garage is logically placed at the rear of the lot allowing the house to occupy the full street frontage. When garages must serve vehicles from the front of the lot (referred to as “front-loaded”), there are several options for locating the garage. The options below are listed in order of preference.

- 1: Locate the garage to be served from the secondary frontage.
- 2: Locate the garage in the rear of the lot with driveway running to one side of the lot.
- 3: Where garages must face the street, the garage shall be a minimum of 4' behind the most forward-facing conditioned wall to any street. All other forward-facing projections such as porches or stoops are secondary facades. Where the garage faces the principal street, the opening shall not exceed 40% of the total linear length of the forward-facing façade. For example, a 30-foot wide structure would be allowed a maximum 12-foot wide garage opening.
- 4: Exceptions may be permitted only where environmental features exist, such as those listed below, and as approved by the ARC:
 - tree preservation
 - significant and severe slopes (>10%)
 - drainage and conveyance requirements

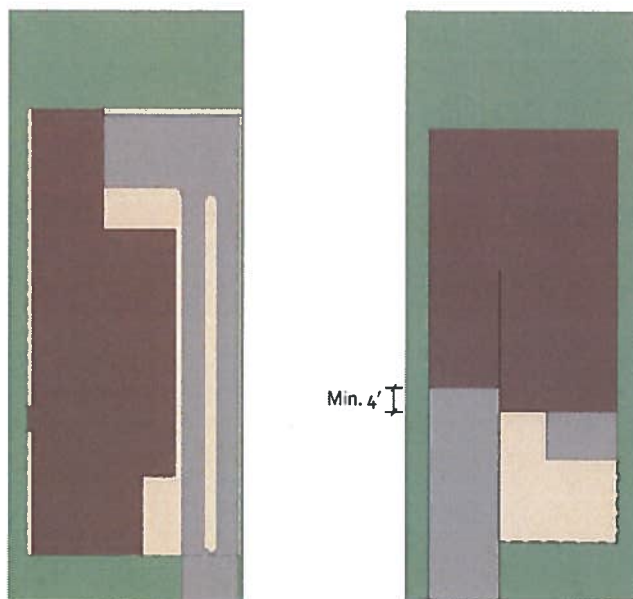
** See Doors & Windows of the Architectural Standards Section for more information on garage door parameters.*

Lot Types and Massing

40' Single Family House

Typical Lot Configuration

Front-Loaded Examples



Lot Information

Lot Size: 40'x 100' (typ.)

Setbacks:

Front:	As Per PUD
Rear:	-----
Sides:	-----
Side Street:	-----

Max. Lot Coverage by Buildings: 70%

Encroachments: Stairs, overhangs, balconies, and chimneys are allowed to encroach up to 2'-0" into setbacks. Single family homes must maintain a minimum of 6' between structures on neighboring lots.

Front-Loaded lots will best function with the garage set at rear of the lot facing the street.

Front load garage may not be located any closer than 20 feet to the front property line/right of way, to ensure tandem parked vehicles do not encroach into the public sidewalk system.

Key

- Building Footprint
- Driveway
- Buildable Area
- Setback

50' Single Family House

Lot Information

Lot Size: 50'x 120' (typ.)

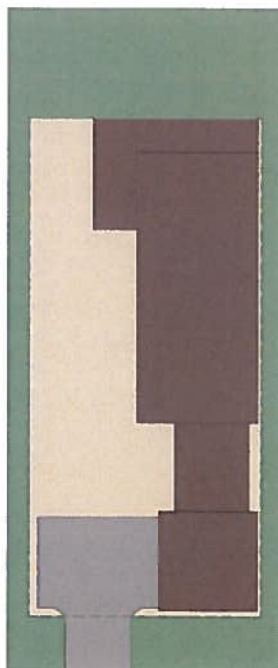
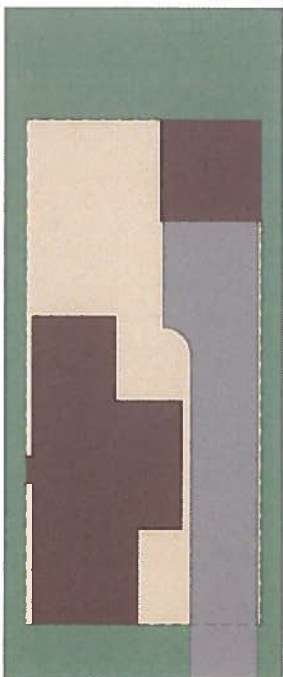
Setbacks:

Front:	As per PUD
Rear:	-----
Sides:	-----
Side Street:	-----

Max. Lot Coverage by Buildings: 60%

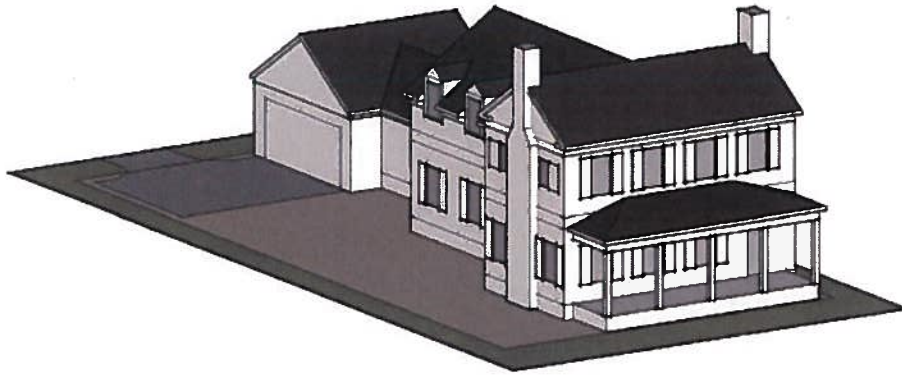
Encroachments: Stairs, overhangs, balconies, and chimneys are allowed to encroach up to 2'-0" into setbacks. Single family homes shall maintain a minimum of 6' between structures on neighboring lots.

Front-Loaded Examples



Lot Types and Massing

60' Single Family House



Typical Lot Configuration

Front-Loaded Examples

Lot Information

Lot Size: 60'x 100' (typ.)

Setbacks:

Front: As per PUD

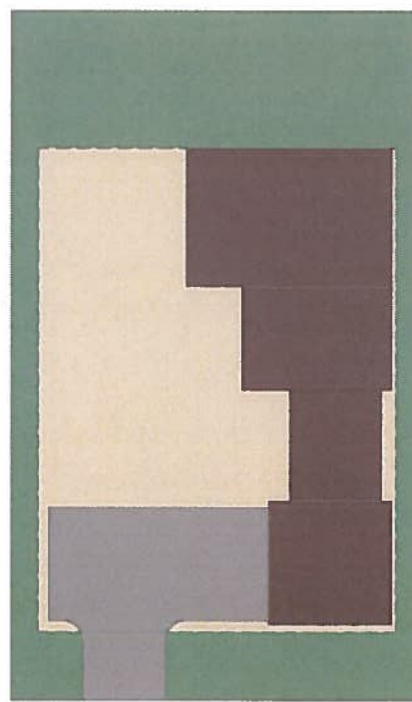
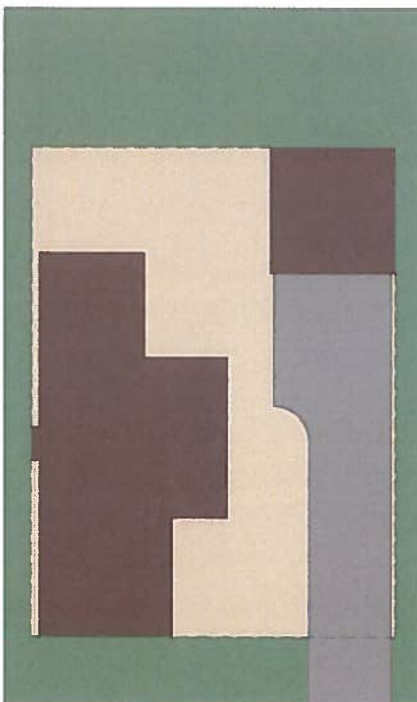
Rear: -----

Sides: -----

Side Street: -----

Max. Lot Coverage by Buildings: 60%

Encroachments: Stairs, overhangs, balconies, and chimneys are allowed to encroach up to 2'-0" into setbacks. Single family homes shall maintain a minimum of 6' between structures on neighboring lots.



Key

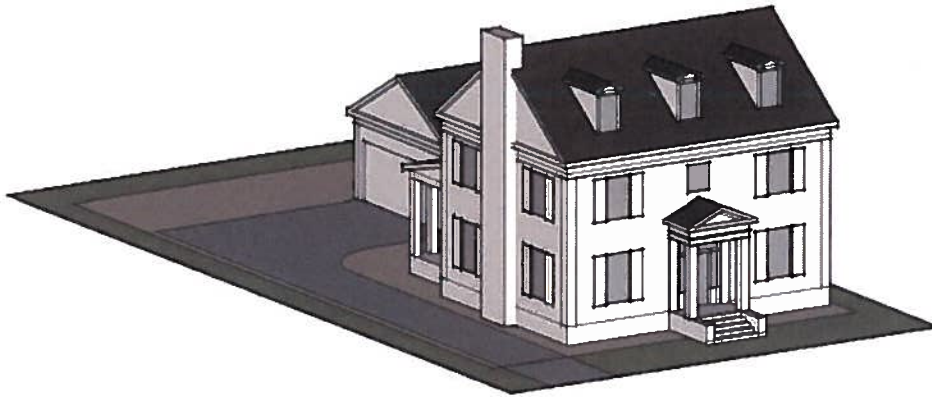
■ Building Footprint

■ Driveway

■ Buildable Area

■ Setback

65' Single Family House



Typical Lot Configuration

Front-Loaded Example

Rear-Loaded Example

Lot Information

Lot Size: 65'x 120' (typ.)

Setbacks:

Front: As per PUD

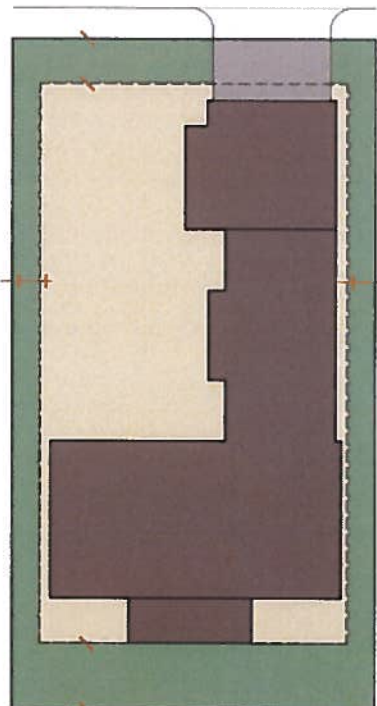
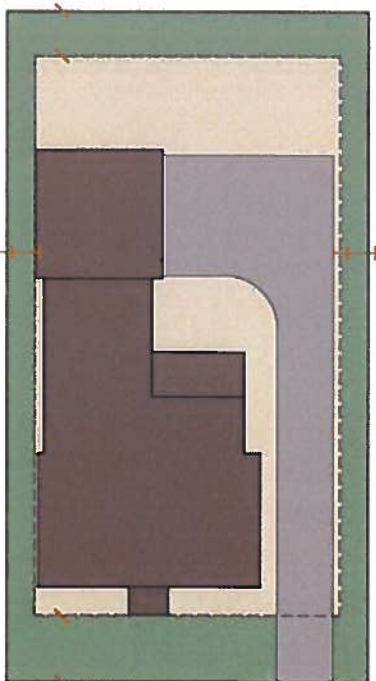
Rear: -----

Sides: -----

Side Street: -----

Max. Lot Coverage by Buildings: 60%

Encroachments: Stairs, overhangs, balconies, and chimneys are allowed to encroach up to 2'-0" into setbacks. Single family homes shall maintain a minimum of 6' between structures on neighboring lots.



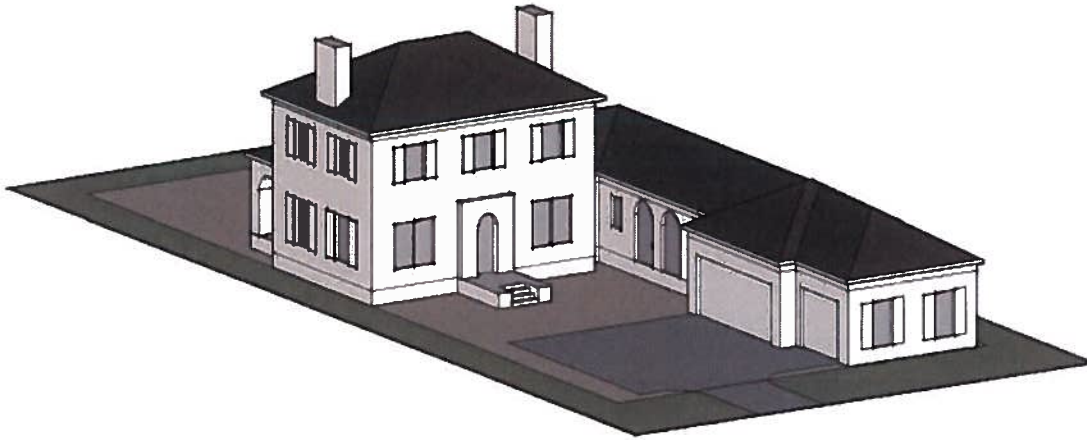
Property Line, typ.

Key

- Building Footprint
- Driveway
- Buildable Area
- Setback

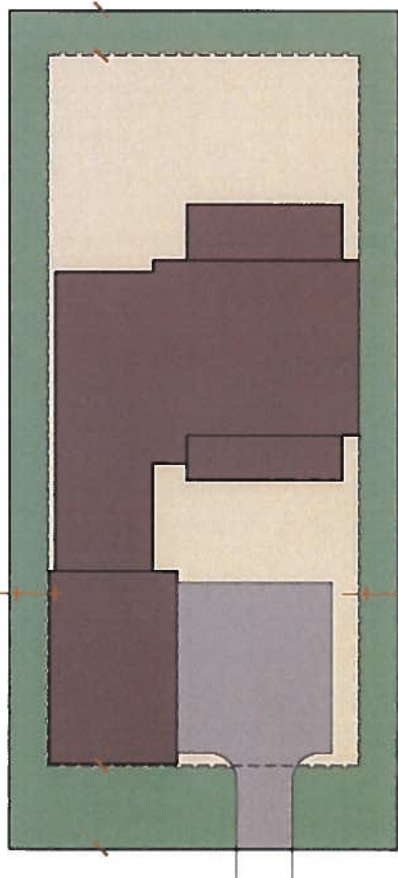
Lot Types and Massing

70' + Single Family House

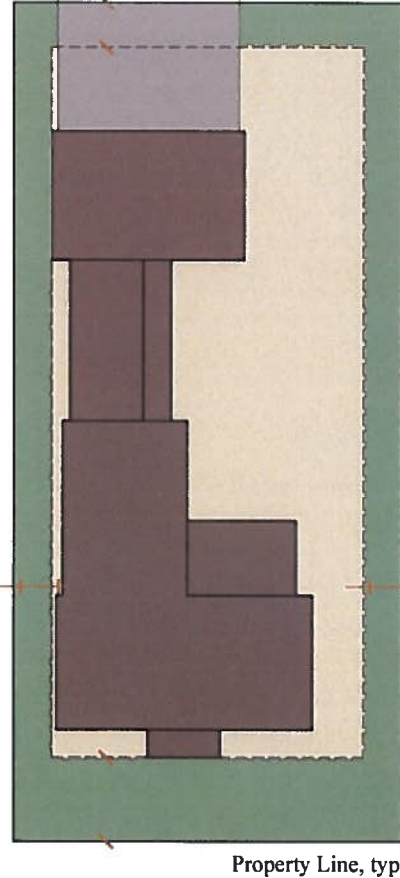


Typical Lot Configuration

Front-Loaded Example



Rear-Loaded Example



Property Line, typ.

Lot Information

Lot Size: 70' + x 150' (typ.)

Setbacks:

Front: As per PUD
Rear: -----
Sides: -----
Side Street: -----

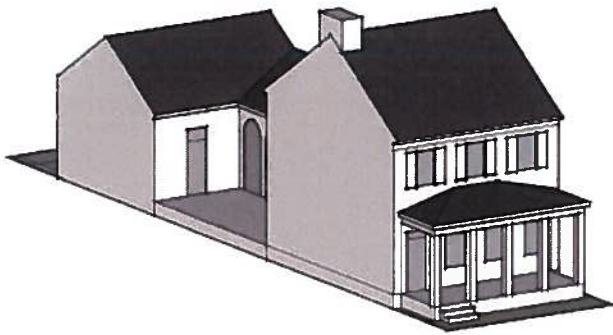
Max. Lot Coverage by Buildings: 60%

Encroachments: Stairs, overhangs, balconies, and chimneys are allowed to encroach up to 2'-0" into setbacks. Single family homes shall maintain a minimum of 6' between structures on neighboring lots.

Key

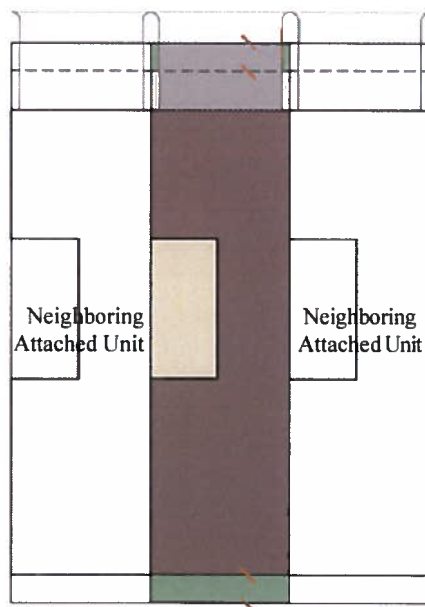
- Building Footprint
- Driveway
- Buildable Area
- Setback

25' Townhouse



Typical Lot Configuration

Rear-Loaded Example



Setbacks:

Front: As per PUD
Rear: -----
Sides: -----
Side Street: -----

Max. Lot Coverage by Buildings: 95%

Encroachments: Stairs, overhangs, balconies, and chimneys are allowed to encroach up to 2'-0" into setbacks.

Key

- Building Footprint
- Driveway
- Buildable Area
- Setback

Lot Types and Massing

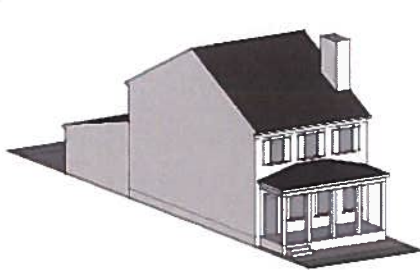
Townhouse Typologies

Townhouses offer a viable housing option that fits the size and cost range that lies between apartment and single family home living. Townhouses work well to transition between building scales, ie: fitting between apartments and single family homes. Being attached units also makes them good candidates for fronting streets that need a strong street wall, like park or boulevard conditions. Townhouses can come in various sizes and designs to fit the market needs. Below are some examples of how townhouses can be designed to fit the Fallschase 25' wide lot configuration.

Two-Story Townhouse

(as represented in the model below)

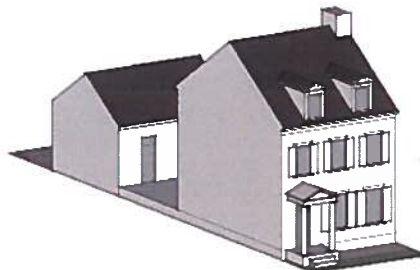
- 1400 SF +/-
- Building is set back from property line with full front porch, creating a small front yard space
- Garage is appended to the main mass, which is efficient from a construction standpoint but limits possibility for natural light on main floor, but can be detached.



Two and a half-Story Townhouse

(as represented in the model below)

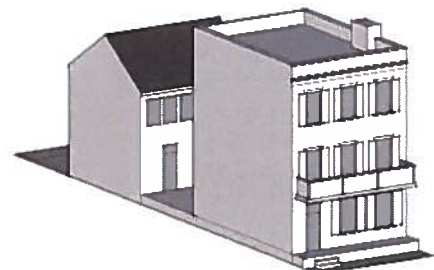
- 1800 SF +/-
- Building is set back from property line with an entry stoop
- Garage is pulled away from main mass, creating a courtyard space for private outdoor living and providing more natural light into the main level; a hall connector provides interior connection to the garage



Three-Story Townhouse

(as represented in the model below)

- 2400 SF +/-
- Building is set back from property line with a shallow terrace and balcony above
- Garage is pulled away from main mass, creating a courtyard space for private outdoor living and providing more natural light into the main level; a hall connector provides interior connection to the garage
- Living space over the garage that could connect to the second floor of main mass



Townhouse Blocks

Townhouses units, when assembled using proper site planning principles, can make successful and appealing places. The important element to include when planning townhouse blocks is community green space and places to gather, because these units often don't provide private yards. Front yards, while small, should have equal opportunity for creating individual identity as can be had in a single family house.



Townhouses arranged on a park

Walls and a gate provide an appealing visual screen of the alley from the linear park.

Large scale bay windows provide an appropriately scaled architectural element to the broad face of the townhouse.

Porches and stoops front onto the park, a common gathering spot for neighbors.

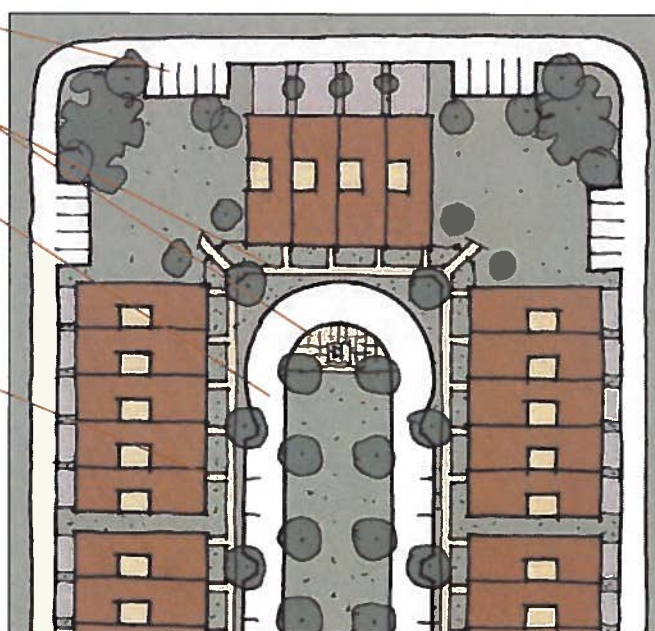
Parking off the alley provides easy access to the green space or can be useful for guest parking.

Sidewalks promote neighborliness through walkability and a small plaza encourages gatherings.

One-way streets are sufficient to serve townhouse courts like this. Wide turning radius allows for fire truck access. Parallel parking spaces between tree wells provide convenient guest parking.

Walks to front doors and small landscaped front yards give individual identity to units.

Interior courtyards provide private outdoor space. Ideally these are located with interior rooms oriented on the east, north and/or west sides so that sunlight can more effectively light the interior rooms.



Townhouses arranged on a court

Shared green space is important for townhouse blocks that offer little to no private yards. These can include unprogrammed green space, dog runs, community garden plots, or playgrounds. Visibility and easy access from all townhouses is necessary. Fences and gates dependant on the function within.

Townhouse rows of no more than five or six units before providing a break.

Landscape islands prove a space for small trees or hvac condenser units.

10' min. break between buildings to provide pedestrian connection to alley and light to units.

Alley for rear garage access.

Architectural Patterns

Overview

The Architectural Patterns of Fallschase take inspiration from the architectural heritage of the American Southeast. By drawing on this heritage, the houses of Fallschase will have an authentic identity and an appeal that reaches beyond the trends common in today's market. These houses will be timeless and the way they frame streets and parks will be notably familiar.

The goal of this section is to provide a spectrum of design possibilities, while ensuring that each home within a neighborhood will be compatible with its neighbor. Any house designer should use this section to facilitate conceptual design of a project.

Six house styles have been identified and are depicted below. The following pages provide further direction.

Additional Resources:

- *Get Your House Right: Architectural Elements to Use & Avoid* by Marianne Cusato, Ben Pentreath, Richard Sammons, & Leon Krier.
- *Traditional Construction Patterns: Design and Detail Rules-of-Thumb* by Stephen Mouzon and Susan Henderson.
- *A Field Guide to American Architecture* by Carole Rifkind.



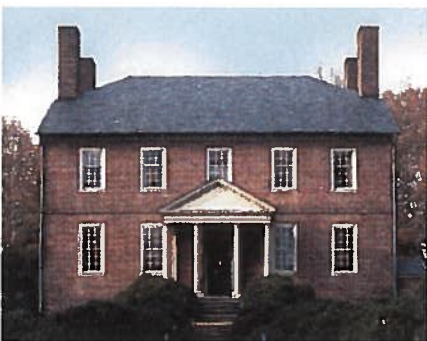
Colonial Revival



Craftsman



Greek Revival



Georgian



English Manor



Mediterranean Revival

Architectural Styles by Neighborhood

The six Architectural Styles shall be applied to the different neighborhoods envisioned for Fallschase. Each neighborhood should have at least two styles selected for their compatibility to one another.

Colonial Revival

Craftsman

Greek Revival

Georgian

English Manor

Mediterranean Revival

Architectural Patterns

Colonial Revival

Key Attributes:

- Buildings range from 1 to 2 1/2 stories
- Roof is almost always gabled
- Roof pitches range from 5:12 to 9:12
- Footprint is usually a clean rectangle for the main mass, sometimes with smaller additive volumes attached
- Masonry chimneys, rear porches, and second-floor overhangs are common
- Dormers, when present are subtle in design
- Façade can be symmetrical or asymmetrical
- Openings are usually large, rectangular, and very consistent in size and spacing
- Usually lap siding, but sometimes brick, stone, or shingle siding on the first story with lap siding above
- Often white or a light color with dark louvered shutters
- Brick is often painted to match siding color
- Molding profiles are classical, but less pronounced than in the Georgian style



Craftsman

Key Attributes:

- Massing ranges from 1 to 2 stories
- Roofs can be hipped or gabled, but usually at least have a front-facing gabled element
- Roof pitches range from 3:12 to 9:12
- Footprint is usually an additive form
- Porches, shed and gabled dormers, and masonry chimneys are common
- Façade can be symmetrical or asymmetrical
- Openings range in size and proportion and are rectangular
- Usually lap siding, but can be brick or stucco occasionally, with wood trim
- Often has a colorful paint palette
- Shutters are not common, but if used, are usually simple panel or plank shutters
- Employs wood details like brackets, exposed rafter tails, and porch columns
- Details such as columns and brackets are heavy



Architectural Patterns

Greek Revival

Key Attributes:

- Buildings are 1 to 2 stories
- Roofs can be hipped or gabled
- Roof pitches range from 3:12 to 7:12
- Gabled dormers and masonry chimneys are common, symmetrically composed on the façade
- Generous porches are very common, and stoops with pediments are also used
- Façades are symmetrical
- Openings are large, rectangular, and consistent
- Lap siding, usually painted white or a light tone with matching trim
- Shutters can be louvered or panel and are often painted dark
- Roofs are typically metal or can be asphalt shingle
- Details are classical
- Cornices are usually composed of a tall, two-part frieze



Georgian

Key Attributes:

- Massing is 2 to 2 1/2 stories
- Roofs can be hipped or gabled
- Roof pitches range from 5:12 to 9:12
- Gabled dormers and masonry chimneys are common, symmetrically composed on the façade
- Façades are overtly symmetrical
- Openings are large and consistent, with even spacing
- Openings are typically rectangular, but arches can be used
- Brick or wood siding, with slate roofs
- Brick is usually red, and wood siding and trim is almost always painted white
- Shutters can be louvered or paneled and are painted dark
- Details are classical and often employ multiple mouldings; cornices often have dentils



Architectural Patterns

English Manor

Key Attributes:

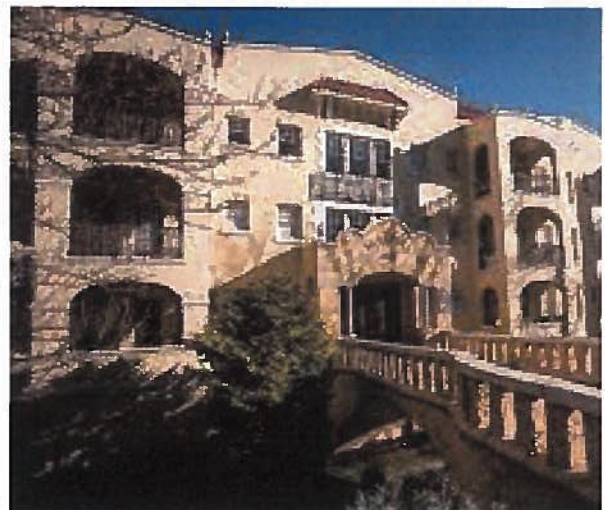
- Buildings range from 1 1/2 to 2 1/2 stories
- Typical roofs use gables of varying sizes
- Roof pitches range from 8:12 to 16:12
- Footprint is usually an additive form
- Dormers, bay windows, porches, and balconies are common
- Façades are asymmetrical
- Openings range in size and proportion
- Arched openings are often used to signify entrances where all windows are rectangular openings
- Timber framed walls with stucco between the timbers are common, but brick, stone, stucco (without visible timbers), and wood siding are also employed
- Colors range from natural browns and white stucco to richly colored painted wood siding and trim
- Detailing is often simple and vernacular - usually wood posts, columns, brackets, corbels, and eaves without classical detailing



Mediterranean Revival

Key Attributes:

- Buildings range from 1 to 3 stories and do not use half stories
- Roofs can be hipped or gabled, but typically with the broad side facing the street
- Roof pitches range from 4:12 to 9:12
- Footprint is usually a clean rectangle for the main mass, sometimes with smaller additive volumes attached
- Roof terraces and masonry chimneys are common
- Façade is typically symmetrical, but can be asymmetrical
- Openings can range in size, but are often consistent on a single façade
- Openings can be arched or rectangular
- Shutters can be louvered or paneled
- Stucco or stone walls with clay tile roofs
- Usually white walls with red roofs, but sometimes found with red, orange, yellow, tan, or brown walls
- Typically simple vernacular details



Architectural Standards

This section has been compiled to guide design and construction details so that the houses of Fallschase are true to the traditional designs that inspired them. Recommendations have been provided for materials and how to configure them on the house. Graphic “Don’t” and “Do” examples compare common poor practices of today against the desired outcomes for Fallschase.

Façade Arrangement

Configurations

Simple Massing

Houses that are the foundation of most architectural styles are a simple volume, or an orderly assembly of simple volumes.

Vertical Hierarchy

All façades should be designed with a distinct base, middle and top using arrangement of openings, material changes, and ornament or special features to define between each.

Horizontal Hierarchy

House façades over 60 feet in length must introduce a vertical bay or wall plane change in order to break down the appearance of the overall mass of the house.

Proportion

All door and window openings shall be square or vertical in proportion. In addition, porches, galleries and similar components shall have vertically proportioned designs.

Transparency

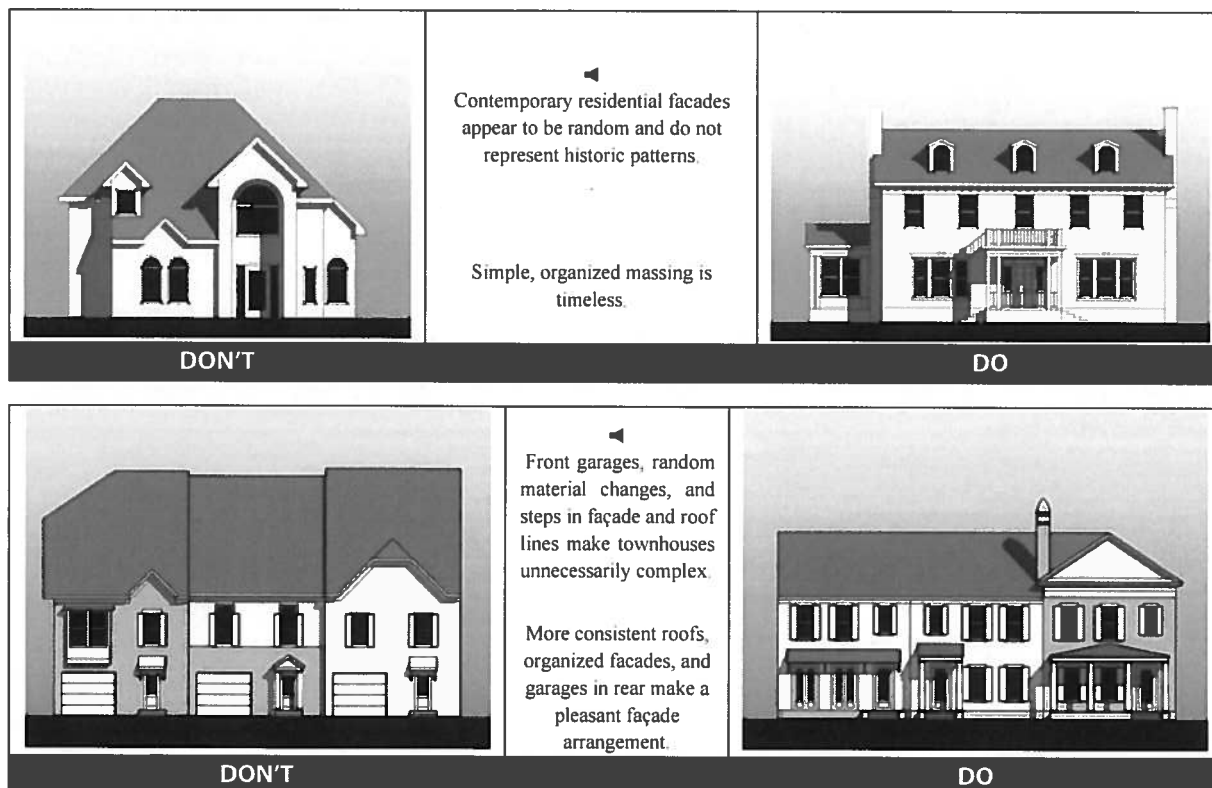
Glazed openings may not exceed 60% of the total house wall area, with each façade being calculated independently. All street facing walls shall have glazed openings of at least 10%. Excluding foundation and gable roof area.

Blank Walls

Blank walls shall not exceed 30 linear feet before introducing a wall plane break, material change or opening.

Corner Houses

Houses which front corners are encouraged to do so with a strong presence (principal entrance, wrapping porch, or other element) rather than creating a negative space. Angled or round façades at corners are permitted.



Architectural Standards

Wall Materials

Materials

House Walls

Shall be finished in native/regional stone (or equivalent synthetic), brick, stucco, split-faced block (for piers and chimneys), wood lap or synthetic siding, shingles, and board and batten.

House Foundations

Shall be finished in native/regional stone (or equivalent synthetic), brick, stucco, and split-faced block and may be wall or pier system. Infill between piers shall be recessed so that piers protrude from the infill material; and shall be constructed of the same material as piers or wood lattice or vertical wood pickets.

Walls & Stoops

Shall match or be compatible with the materials of the associated houses.

Fences & Walls

Shall be built entirely of wood, metal in a cast-iron style, native/regional stone (or equivalent synthetic), brick, or stucco. May have masonry or stucco piers and base. Colors shall match local precedent or standard.

Driveways

Shall be built of concrete, pavers, or equivalent.

Configurations

House Walls

Shall show no more than four materials on any exterior wall, not counting the foundation wall or piers. Heavier materials shall be located below lighter materials. Vertical transitions between materials shall only occur at inside corners.

Street facing side (front) of single family homes at least 60% of the total linear length shall be approved masonry, siding, glazing or other approved exterior design elements.

Stone

Shall be laid with the stones in a horizontal orientation to resemble structural stone walls.

Stucco

Shall be cement or synthetic and may be integral color or painted. Finish shall be smooth or sand-finish; heavy lace is prohibited. EIFS shall not be installed within 3' of the ground.

Brick

Shall be properly detailed and installed in load-bearing configurations. Brick should course exactly to both the top and bottom of all wall openings. Textured brick is prohibited.

Siding

Shall be clapboard, lap siding, shingles, and board and batten and shall be painted. Vinyl siding is prohibited.

Frame Wall/Masonry Base Alignment

Face of stud of frame walls should align with face of masonry of foundation wall below. Horizontal ledges between wood frame wall and masonry base are discouraged.

Trim

Shall be indistinguishable from wood when painted and shall be sized appropriately to its location. Corner boards shall not exceed 6" wide.

Configurations, Cont.

Masonry Arches & Piers

Piers shall be no less than 16" x 16"

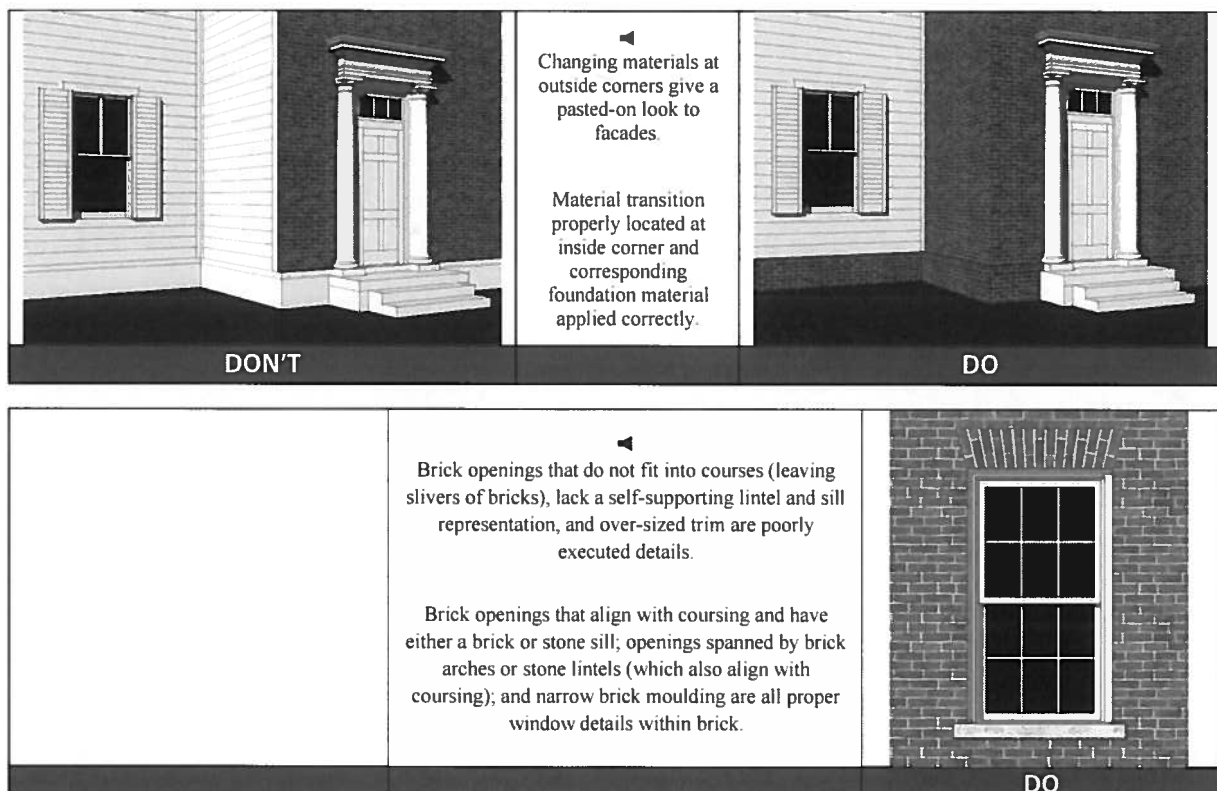
Masonry arches shall match architectural design of home.

Color

Shall be selected according to house style and regional precedent.

Driveways

Shall be a minimum of 20' in depth from right of way to accommodate on lot parking



Architectural Standards

Doors & Windows

Materials

Doors

Shall be wood, fiberglass, or clad

Garage Doors

Shall be wood, clad, metal, or composite.

Windows

Shall be wood, vinyl, clad, and solid PVC, but all must be indiscernible from wood at arm's length. All windows shall have clear glass; mirrored glass is not permitted. Stained glass is permitted as accent only.

Bay Windows

Shall be trimmed with a single vertical jamb casing that extends from the window sash to the corner of the bay.

Shutters

Shall be wood, fiber-cement, aluminum, or solid PVC, and shall be indiscernible from wood.

Configurations

Doors

Shall be side-hinged except garage doors, which may be sectional. Sliders shall not be visible from streets, sidewalks, or public spaces. The style of the front door shall match the house style.

Garage Doors

Shall be a maximum of 16' in width if visible from streets, sidewalks, or public spaces. Alley-accessed garages may have 18' wide doors.

Windows

Shall be single-hung, double-hung, triple-hung, casement, or fixed. The style of the windows shall match the house style. Window openings and panes shall be vertically proportioned or square. If a window muntin pattern is used, all windows in public view shall be simulated divided lights. GBG (Grid between glass) is discouraged.

Bay Windows

Shall extend to the ground or be supported by visible brackets.

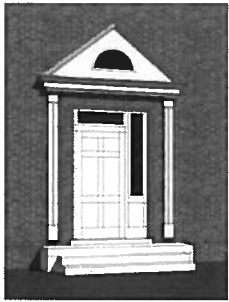
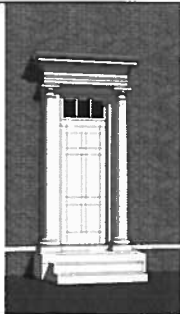
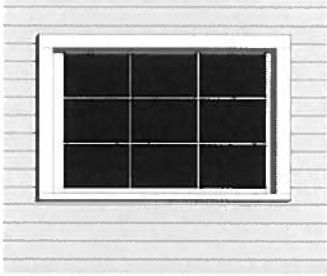

Shutters

Shall be exactly one-half the width of, and the same height of, the associated opening. All shutters shall be louvered, paneled, or constructed of boards as appropriate to the style of the house. All shutters shall be operable or appear to be operable with appropriate hardware. Single side shutters are allowed on windows less than 20" in width but must match in design to all other shutters on home and be equal in size to opening.

Casing

Shall never be narrower than 3 1/2" except on masonry walls. Mullion casing shall never be narrower than 3 1/2" regardless of location. Brick shall never be visible between a door or window and its casing. Head casing shall be equal to or wider than jamb casing.

Street facing side (front) of single family homes at least 60% of the total linear length shall be approved masonry, siding, glazing or other approved exterior design elements.

 <p>DON'T</p>	<p>Under-sized and ill-proportioned surrounds with improper window selections are not rooted in an architectural heritage.</p> <p>Substantial entry surrounds appropriate to the house style give the door presence.</p>	 <p>DO</p>
 <p>DON'T</p>	<p>Horizontally proportioned window openings and panes are not historic and appear awkward.</p> <p>Vertically proportioned window openings and square or vertical panes are universally the ideal proportion.</p>	 <p>DO</p>

Architectural Standards

Roofs & Eaves

Materials

Metal Roofing

Should be flat between the primary ribs with no striations or pencil ribs.

Shingle Roofing

Shall be asphalt, slate, wood, wood shakes, or equivalent synthetic or better.

Flat Roofs

Shall be commercial quality roofing.

Ridge Caps

Shall be appropriate to the type of roofing. Bulbed ridge caps should be used with 5V metal roofing, and standing seam ridge caps should be low profile.

Eaves

May be wood, stucco, EIFS, synthetic equivalent Vinyl and sheet aluminum are discouraged and must be approved by ARC. The eave return cap shall be built of continuous, un-seamed metal flashing.

Parapets

Shall be consistent with the wall material, or may be an alternate material if the desired profile is not achievable in wall material.

Gutters/ Downspouts

Shall be copper, galvanized steel, or aluminum if exposed.

Dormers

Dormer jamb material should be a solid casing assembly from the window to the corner of the dormer wall. Brick shall only be used for a dormer face when it forms a parapet at the top of the dormer.

Configurations

Principal Roofs

Where sloped, shall be a symmetrical gable or hip. Flat roofs shall be surrounded by a horizontal parapet wall.

Ancillary Roofs

Slopes shall be between 1/4 and 1/2 the primary roof slope.

Gables

Shall not be overlapping except when the smaller gable is part of separate wall plane.

Bay Roofs

Shall be distinct from the primary roof, and return on themselves at each end.

Skylights

Shall be flat.

Eaves

Shall be as continuous as possible, both horizontally and vertically. Exposed rafter tails shall not exceed 6" in height. Eaves shall return around the corner and die into the wall without the common "pork chop" return. Brackets shall extend to the fascia or slightly beyond. A frieze board shall occur below the eave.

Configurations, Cont.

Parapets

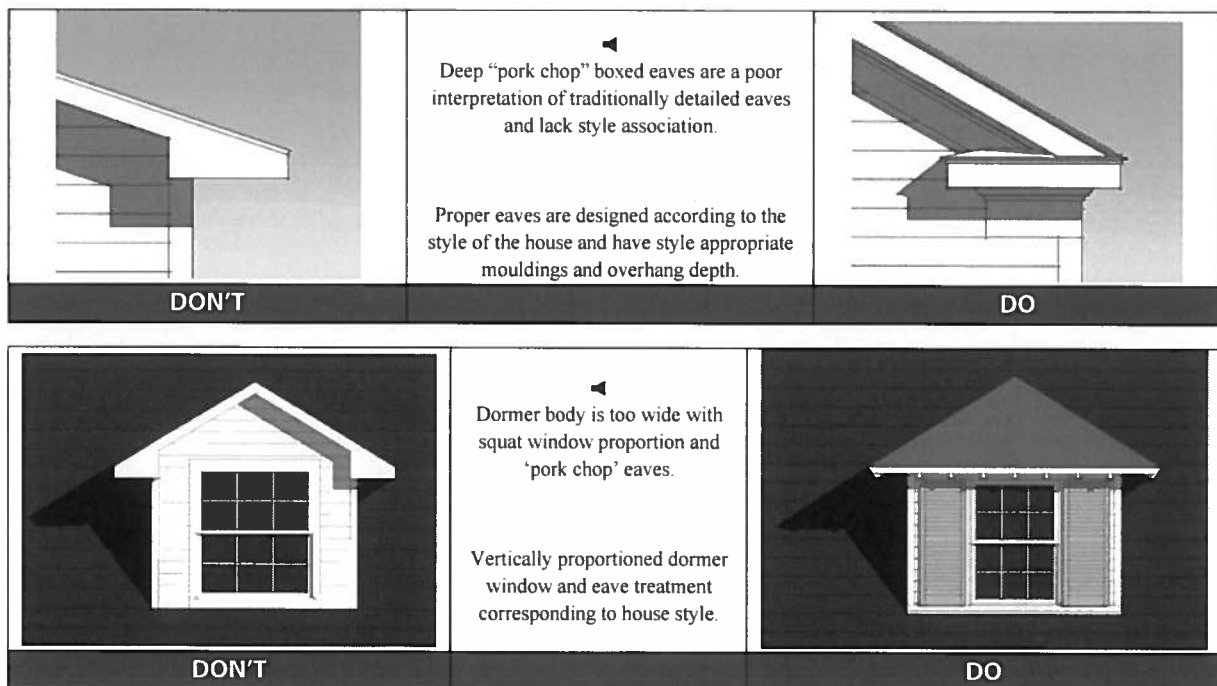
Shall exist on flat or slightly pitched roof houses where a façade faces a street. Parapet walls shall be no less than 30" higher than the highest point of the roof deck. Parapet shall be discernible as the "top" of the house with horizontal definition between it and the wall material.

Gutters

Shall match the general design of the home and be seamless with not less than 6" in width at top of profile.

Dormers

Shall have roof trim beginning at the window head and shall be composed of a head casing, soffit, and fascia at a minimum. Siding shall never be used above a window head except in the triangular space enclosed by the pediment of a gable front dormer. The body of a single-window dormer shall be vertically proportioned or square. The total width of the dormer roof should work in harmony to the overall design concept of the home.



Architectural Standards

Additive Elements

Materials

Columns & Posts

Shall be made of wood, composite metal, native stone (or synthetic equivalent). Extruded aluminum is prohibited.

Porch Beams

Shall be wood, fiber-cement, stone, concrete, stucco or EIFS. The grain or texture shall be horizontal.

Porch Ceilings

Shall be wood, fiber-cement, stucco, or synthetic equivalent.

Balconies & Railings

Shall be wood, fiber-cement, or metal. The railing material shall not be heavier in appearance than the primary element of the balcony.

Chimneys

Shall be sheathed in brick, stone, or stucco when visible. Siding is prohibited on chimneys.

Flues

Shall be clay tile or galvanized metal left natural, or painted black.

Configurations

Column Spacing

The spaces between columns shall be vertically proportioned.

Posts

Shall be no less than 6" x 6" in cross section.

Face of Column or Post

Should align with both faces (inside and outside) of beam above.

Column Base

Shall not protrude beyond the edge of the porch flooring. The outer edge of the base should not protrude beyond the face of the pier or foundation below.

Porch Beams

Shall be visible from both the inside and the outside of the porch. Seams between beam face and bottom of built-up beams shall occur beneath the beam.

Balconies

Should project no more than 3' from the face of the house and shall be visually supported by brackets.

Railings Primary Street Side

Should have both top and bottom rails, with bottom rails clearing the floor. Balusters shall be centered on the rails and spaced no more than 4" clear.

Chimneys

Shall have a projecting cap, and extend to the ground if located on an outside wall.

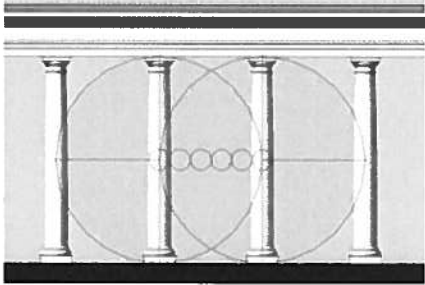


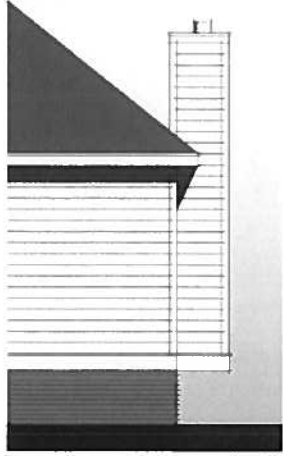
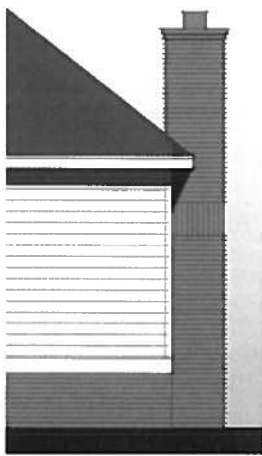
Configurations, Cont.

Mechanical Equipment

Shall not be visible from the primary street. Mechanical equipment such as satellite dishes, turbine vents, kitchen vents, and antennae should be located on internally facing roofs or façades. Mechanical and utility equipment such as electric, gas and water meters and HVAC equipment shall also be out of sight from the street. Appropriate locations include rear service yards, fenced yards along a secondary frontage, or roof tops or basements. Side yard placement is permissible but must be shielded from street view by landscape or other approved method.

Solar Panels

Solar panel design must be submitted showing location and total area to ARC for review. The ARC at its discretion will approve or deny all requests for solar design. No solar panels shall be installed without prior approval.

	<p>Column spacing that are too wide and columns too narrow give the feeling of structural inadequacy.</p> <p>Properly sized and spaced columns have vertical proportioned openings and often appear stout.</p>	
DO		
	<p>Column that protrude beyond beam that do not align appear unmatched.</p> <p>Properly designed column and beam relationship aligns the width (diameter) at top of column shaft with the width of the beam.</p>	
DON'T		DO
	<p>Chimney should not float above the ground and it should articulate the top. Material should be masonry in appearance, not a less substantial material.</p> <p>An appropriate chimney is consistent with the style of the house, constructed of masonry material, and is grounded.</p>	
DON'T		DO

Drawings contained herein are
conceptual in nature and are not
released for construction.

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terms and conditions of the
agreement between Client
and Historical Concepts.

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ATLANTA, GEORGIA 30316
678.325.6665
HISTORICALCONCEPTS.COM
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12/12/2005 at 03:35 PM, BOB INZER, CLERK OF COURTS

FALLSCHASE DRI

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 12th day of December, 2005, by and between Leon County, a political subdivision of the State of Florida (hereinafter the "County"), and AIG-Baker Tallahassee, L.L.C., a Delaware limited liability company (hereinafter the "Applicant").

RECITALS

WHEREAS, the Applicant has entered into a contract to purchase that certain real property consisting of approximately 700 acres, as more specifically described in Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof (the "Property") including more than 200 acres of the Property below 51 feet NGVD (the "Southern Property"), known as Upper Lake Lafayette and now designated as floodplain on the County's floodplain maps; and

WHEREAS, a major portion of the Property was designated as Planned Unit Development ("PUD") District in 1973, by the Board of County Commissioners of Leon County ("BCC") in Ordinance No. 73-64, and the PUD was later approved as a Development of Regional Impact ("DRI") by a BCC Resolution dated February 12, 1974; and

WHEREAS, the PUD and DRI (collectively referred to herein as the original Fallschase DRI/PUD) authorizes development of 2,572 residential units and 425,000 square feet of office use on the Property; and

WHEREAS, the original Fallschase DRI/PUD also authorized 25.4 acres of commercial uses generally located at the convergence of US 90, Buck Lake Road, and Fallschase Boulevard,

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three additional 5,000 square foot areas of commercial centers within the residential areas of the Property, and an unspecified amount of mixed use development. The mixed use category includes commercial, office and residential uses proposed for the Southern Property, including development over water; and

WHEREAS, upon taking title to the Property, the Applicant will acquire the vested rights pursuant to Fla. Stat. 163.3167(8) to complete the development authorized in the original Fallschase DRI/PUD approval ; and

WHEREAS, approximately 78.55 acres was added to the DRI by the First Amendment to the Fallschase DRI Development Order approved by Leon County on July 12, 2005, based on a Notice of Proposed Change filed pursuant to Section 380.06(19), Florida Statutes (the "First DRI Amendment"); and

WHEREAS, the First DRI Amendment provides that the specific location and the size of development would be determined as development proceeded; and

WHEREAS, the Fallschase DRI/PUD is vested pursuant to Section 163.3167(8), Florida Statutes, and the County and the Applicant disagree on the applicability of the County's Comprehensive Plan and the Land Development Regulations (the "LDRs") that were adopted subsequent to the 1973-1974 DRI/PUD approvals, particularly those LDRs which the County asserts would now restrict development in the Southern Property, now designated as floodplain on the County's floodplain maps; and

WHEREAS, the Applicant and the County, without waiving any rights, entitlements, claims or defenses as to any remaining vested rights on the Property, including in particular the Southern Property, wish to resolve all issues relating to development of the Property and to allow

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Applicant to proceed with predictable and orderly development of the Property as described in this Agreement; and

WHEREAS, the Applicant and the County desire to eliminate all uncertainty regarding the approved uses of the Property and the development standards which are applicable to the Property, and to assure that adequate infrastructure and services are available with adequate capacity to facilitate the planned development of the Property; and

WHEREAS, the Applicant has herein agreed to donate the major portion of the Southern Property in fee simple to the County for public uses, along with any right to vested DRI development in excess of the development approved herein, in consideration of the County's willingness to enter into this Agreement; and

WHEREAS, the County has plans to substantially improve the roadway infrastructure in the vicinity of the Fallschase DRI/PUD by widening Buck Lake Road to accommodate multi-lane through-traffic and by providing related turning movements to accommodate existing and future traffic needs, and the parties wish to clarify the Applicant's rights and responsibilities with respect to such improvements; and

WHEREAS, Applicant and the County wish to establish a procedure to guide all future development review by the County with respect to approval of all future development of the Property; and

WHEREAS, development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring that there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the cost of development; and

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WHEREAS, the County and Applicant recognize the benefits of public/private cooperation and wish to enter into a development agreement implementing a plan for the development of the Property;

NOW, THEREFORE, in consideration of the foregoing premises, which are made an integral part of this Agreement, and the mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the County and the Applicant as follows:

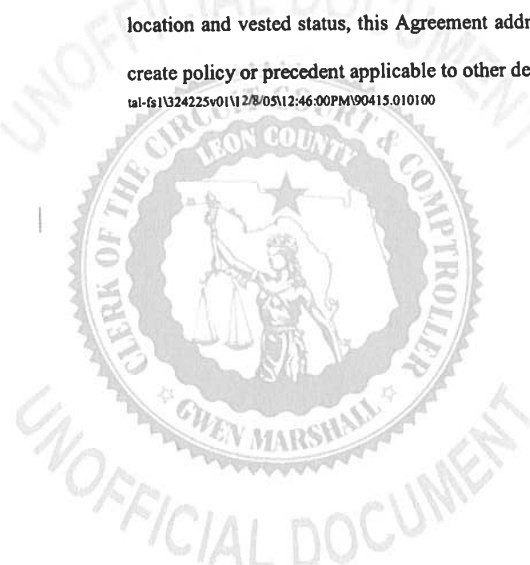
1. Purpose. The purpose of this Agreement is to:

- (a) provide a mechanism to allow the Property to proceed through the PUD and subsequent development approval processes in a manner which avoids duplication of time and effort and which recognizes the vested rights of the Property as described in this Agreement;
- (b) establish the development approval process for the Property;
- (c) set forth requirements and commitments for development of the Property with regard to compliance with the development standards of the Comprehensive Plan and LDRs; and
- (d) provide for the donation of the major portion of the Southern Property in fee simple by the Applicant upon the Applicant taking title to the lake bottom and receiving certain development approvals, as described herein.

This Agreement approves and authorizes commencement of a portion of the development previously approved by the County in the Fallschase DRI. It does not amend, alter, or otherwise affect any vested rights arising from the Fallschase DRI/PUD. In light of the Property's history, location and vested status, this Agreement addresses issues unique to the Property and does not create policy or precedent applicable to other development in the County.

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2. Authority for Agreement. The Florida Constitution and Florida Statutes authorize Florida Counties to perform any acts not inconsistent with law and to exercise all powers not specifically prohibited by law to carry on county government. In addition, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2005) (the "Act"), authorizes local governments to enter into development agreements with private developers to encourage a stronger commitment to comprehensive and capital facilities planning, to insure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic costs of development and to provide certainty in approval of development and assurances that development may proceed in accordance with the conditions of such development agreements.

3. Applicability. This Agreement shall apply to all development activities undertaken by the Applicant and its grantees, assigns and lessees on any part of the Property described in Exhibit "A" hereto owned by the Applicant, or for which the property owner has consented in writing, during the term of this Agreement. This Agreement does not apply to properties located within the Fallschase DRI/PUD that are not included within the legal description attached hereto as Exhibit "A" ("Excluded Properties"). This Agreement will not change or impair any property rights of Excluded Properties, including, but not limited to, zoning, consistency, concurrency, density, or intensity. Excluded Properties subsequently owned by Applicant and its successors shall be subject to this Agreement without the necessity of an amendment thereto. The Applicant shall notify the County of such acquisition and record notice in the public records of Leon County. The development authorized herein shall be distributed to any subsequently owned properties pursuant to the development approval process set out herein.

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Residential lots in the excluded properties shall be included in the maximum residential development authorized by this Agreement whether or not owned by the Applicant.

4. Comprehensive Plan. The Fallschase DRI/PUD, is vested from consistency with the Tallahassee-Leon County 2010 Comprehensive Plan and many of the current County LDRs, and is vested from the concurrency requirements of the County's 2010 Comprehensive Plan and LDRs because it was approved as a DRI prior to the adoption of the comprehensive plan and LDRs. (Fla. Stat. 163.3167(8)). Notwithstanding such vesting, the density, intensity, uses, and all other terms and conditions of development as set forth in this Agreement are consistent with the Leon County Comprehensive Plan and LDRs, to the extent that such Plan and LDRs are or may be applicable. All development approved pursuant to this Agreement shall be conclusively deemed to be lawfully conforming development, irrespective of any later amendments to the Leon County Comprehensive Plan or LDRs.

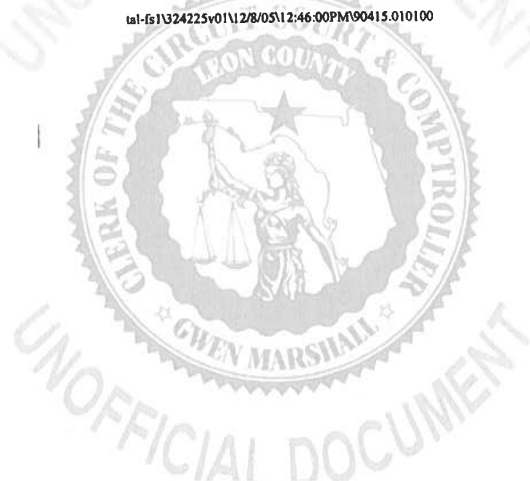
5. Effect of Agreement and Subsequent PUD Approvals. Nothing in this Agreement shall operate or cause the County to determine that the provisions of this Agreement and any subsequent amendment to the PUD pursuant to this Agreement constitute a change to the previously approved Fallschase DRI/PUD. The development approved herein does not require the submission of a Notice of Proposed Change under Section 380.06(19), Florida Statutes. The vested rights status of the Fallschase DRI/PUD is not altered, expanded, reduced or otherwise affected by this Agreement.

6. Southern Property.

(a) The Applicant shall donate in fee simple approximately 200 acres of the Southern Property (hereafter the "donated property"), excluding the lots depicted on Exhibit "B.4", (hereafter referred to as the "lakefront lots"). The acreage will be refined by subsequent

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survey delineating the boundaries of the portion of the Southern Property that will be donated in fee simple to the County.

(1) The Applicant shall retain the continuing right to utilize all or part of the donated property to satisfy the requirements of the Leon County Comprehensive Plan and Land Development Regulations ("LDRs") as they may apply to the development authorized herein, including, but not limited to, open space/natural area, minimum lot size, setbacks, lot coverage, etc., so long as such utilization requires no physical alteration of the donated property except as specifically authorized in this Agreement. Future conveyance of the donated property or creation of easements over all or any portion of the donated property shall not prevent the Applicant from using the land donated for mitigation as described above.

(2) The Applicant and the County shall negotiate a maintenance agreement that will provide for removal of invasive species and other measures and will allow reasonable trimming of vegetation adjacent to the lakefront lots depicted on Exhibit "B.4" consistent with the environmental sensitivity of the lake bed. The maintenance agreement shall define the area to be maintained and assign responsibility for the costs of maintenance. The agreement shall be finalized no later than the first site plan approval for any of the lakefront lots.

(3) The donated land may be used by the Applicant, in whole or in part, for mitigation as may be required for State or federal permits. Future conveyance of the donated property or creation of easements over all or any portion of the donated property shall not prevent the Applicant from using the land donated for mitigation as may be required for State or federal permits.

(4) At the closing transaction for the purchase by the Applicant of the Fallschase DRI/PUD, the Applicant shall assign all remaining vested development rights for the

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Fallschase DRI/PUD in excess of those approved by Leon County in the Agreement to the portion of the Southern Property that will be conveyed to Leon County following approval of the Phase I site plan. At the time of the assignment, the Applicant will release, waive, extinguish and otherwise relinquish any and all claims that it may have to vested development rights to develop Fallschase DRI/PUD at a density and/or intensity in excess of the development approved in the Agreement. The form the Assignment and Waiver of Rights is attached as Exhibit "G". The Assignment and Waiver of Rights shall be recorded in the public records of Leon County at the same time that the deed for the Southern Property is delivered to the County. A copy of the recorded Agreement shall be delivered to the President of the Buck Lake Alliance and to DCA.

(b) The Applicant shall execute and record the deed for the Southern Property in fee simple, and deliver a copy of the recorded deed to the County, when all of the following conditions are satisfied: (1) this Agreement has been approved by the County, and executed by the Parties and all legal and equitable property owners, and there is no pending administrative or judicial proceeding that could prevent the Applicant from completing the development authorized herein; (2) the PUD Concept Plan described herein has been approved for the development authorized herein, and such PUD Concept Plan approval has become final and there is no pending administrative or judicial proceeding that could prevent the Applicant from completing the development authorized therein; (3) the Applicant takes title to the Property; and (4) the site plan for Phase I of the development authorized herein has become final. No physical development shall take place until all conditions set out above are satisfied.

(c) The Applicant shall include notification to purchasers in all contracts for purchase and sale of lakefront lots of the requirement for property owners of lakefront lots to comply with the Leon County "Revised Flood Indemnification Process Policies and Procedures"

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dated May 20, 2005, for all residential development that is below the 51 foot contour, including the completion of the flood certification form by a registered engineer and execution of the flood indemnification covenant to be recorded with the Clerk of the Circuit Court.

7. Conceptual Master Plans.

(a) The Applicant and County agree that, the Applicant is entitled to develop up to 750,000 square feet of commercial uses, 35,000 square feet of office space, and 1,514 residential units (757 single family dwellings and 757 multifamily/condominiums) on the Property pursuant to this Agreement, as depicted on the Conceptual Master Plan attached as Exhibit "B.1" and as more particularly described in Exhibits "B.2" through "B.5", which are incorporated herein by reference.

(b) The Applicant and its successors and assigns shall not seek approval of any development other than that authorized in this Agreement. The mix of residential units may be modified, however, as provided in the First DRI Amendment.

(c) The development areas, including the location of storm water facilities and roadway improvements shown on the Conceptual Master Plan, are intended to serve as a guide to future development. The Conceptual Master Plan shall be superseded by the approved PUD Concept Plan for the Property, and each development area may be relocated or altered as designated by the Applicant as specific requests for approvals of site plans are made, pursuant to the development approval process set out below.

(d) For the lakefront lots shown on Exhibit "B.4", the Applicant will provide compensating volume for any floodplain storage lost due to the placement of fill for development of the lots and roads, unless County staff determines such compensating volume will not be

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required. The specific regulations for the placement of fill are found in Exhibit "D", Fallschase Development Standards.

8. Donation for County Facility. In addition to the approximately 200 acres of the Southern Property to be donated to the County, and the donation of the Right of Way for Buck Lake Road and Mahan Drive improvements, the Applicant will donate one (1) acre of property to the County for public use as a library or other County facility in a location suitable for such use to be determined by the Applicant.

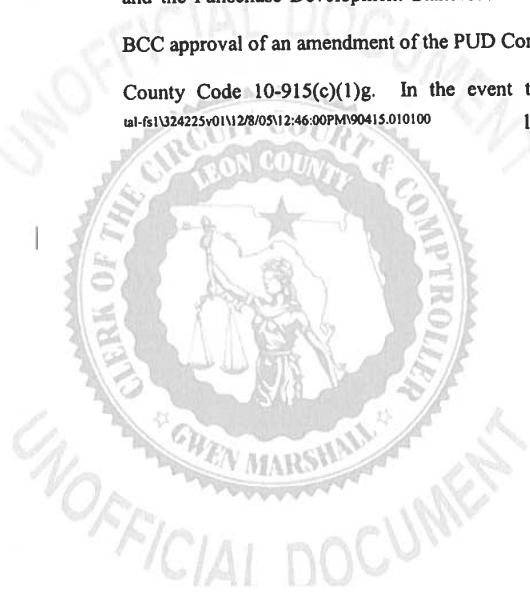
9. PUD Approval Process for Property.

(a) In recognition of the vested rights of the Fallschase DRI/PUD, the County accepts and approves the Conceptual Master Plan as the intended development plan for the Property, including the properties added to the Fallschase DRI in the First Amendment. The County shall review the PUD Concept Plan application pursuant to the development standards set out in Exhibit "D" and the Waivers and Exemptions granted herein, set out in Exhibit "E," as applicable. In the event of a conflict with existing County regulations, the Fallschase Development Standards or Waivers and Exemptions, as applicable, shall prevail. The PUD Concept Plan shall include a phasing schedule. The PUD Concept Plan will be reviewed under the process set out below.

(b) The PUD Final Development Plan may vary from the approved PUD Concept Plan as long as development of the Property is consistent with the general location of land uses, the intensity and density approved herein, the access to the surrounding road network, and the Fallschase Development Standards as set forth in Exhibit "D". An administrative or BCC approval of an amendment of the PUD Concept Plan may be required, as described in Leon County Code 10-915(c)(1)g. In the event that any County regulation conflicts with the

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development approved in this Agreement, the PUD Concept Plan or the PUD Final Development Plan, and such conflict cannot be resolved by reference to the Fallschase Development Standards set forth in Exhibit "D", the parties will confer and agree on a development standard that will allow completion of the development authorized herein as reflected in the PUD Concept Plan or the PUD Final Development Plan. If the Applicant and the County Administrator fail to agree, the matter shall be presented to the BCC for decision. The development standards may be modified only by a written agreement between the Applicant and the County as evidenced by BCC action.

(c) Approval of an amendment to the PUD Concept Plan for the Fallschase DRI/PUD will be solely by the BCC as set out below:

(1) Applicant shall submit an application for an amendment to the PUD Concept Plan to Leon County in accordance with the requirements of the Development Approval Submittal Checklist, as set forth in Exhibit "C".

(2) Leon County staff shall review the application and issue a written response/comments within ten (10) working days of the receipt of the application.

(3) The Applicant will submit a response to the County's response/comments within five (5) working days of receipt of the comments. The Applicant shall be granted an extension if requested.

(4) The Development Review Committee ("DRC") will schedule the application for review and vote at the next regularly scheduled meeting, no less than ten (10) working days of the receipt of the Applicant's response. If deemed necessary, in the sole opinion of the DRC members, the DRC members shall have the right during the DRC meeting to delay

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the vote due to incomplete information. If the vote is delayed, the DRC must issue written response/comments regarding the incomplete information to the Applicant within five (5) working days. The application will be rescheduled for a DRC vote when the Applicant has submitted its response, in accordance with the terms of this paragraph.

(5) The DRC will forward a recommendation of approval, approval with conditions, or denial to the BCC for their next regularly scheduled meeting, including required public notice, following the DRC meeting.

(6) The BCC shall review the PUD Concept Plan, the recommendation and written findings of the DRC, and conduct a public hearing. The BCC will then approve, approve with conditions, or deny the PUD Concept Plan. The decision of the BCC shall be final and shall be supported by written findings.

(7) Any subsequent amendments to the PUD Concept Plan shall be governed by the terms of this Agreement and reviewed and approved by the process described herein.

10. Approval Process for PUD Final Development Plan: In recognition of the vested rights of the Fallschase DRI/PUD, the County shall review the PUD Final Development Plan pursuant to the Fallschase Development Standards attached hereto as Exhibit "D" and the Waivers and Exemptions of Exhibit "E" as applicable. The following development review Type B process, as modified herein, shall be applicable to Final Development Plan for the Fallschase DRI/PUD:

(a) Applicant shall submit an application to the County for PUD Final Development Plan approval that is consistent with the PUD Concept Plan. PUD Final

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Development Plan approval will constitute final PUD approvals and may address phases or sub-phases of development. Leon County staff shall review the application and issue a written response/comments within ten (10) working days of the receipt of the application.

(b) The Applicant will submit a response to the County's response/comments within five (5) working days of receipt of the comments. The Applicant shall be entitled to an extension if requested as required by the nature of the County's comments.

(c) The DRC will schedule the final PUD approval for consideration at the next regularly scheduled meeting of the DRC not less than ten (10) working days after receipt of the Applicant's response. If deemed necessary, in the sole opinion of the DRC members, the DRC members shall have the right during the DRC meeting to delay the vote due to incomplete application information. If the vote is delayed, the DRC must issue written response/comments regarding the incomplete application information to the Applicant within five (5) working days.

(d) The Applicant will submit a response to the DRC's response/comments within five (5) working days of receipt of the DRC's comments. The Applicant shall be granted an extension if requested.

(e) The application for final development approval shall be noticed and heard by the DRC in accordance with the provisions of Section 10-1479 of the County Code. The decision of the DRC shall be supported by written findings, which may be the written findings of each DRC member.

(f) The Applicant shall have the right to appeal the DRC decision to the BCC.
The Applicant shall have the option to utilize the hearing officer procedures in accordance with

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Section 10-1485 of the County Code to make a record for the appeal, or to proceed on the record of the DRC proceeding.

(g) Submittal Requirements: The Applicant shall provide the following in a submittal package:

- (1) Narrative of Development: Narrative including the number and type of units or square feet of non-residential use within the phase submitted;
- (2) Site Plan (Final Development Plan);
- (3) Check for Submittal Fees;
- (4) Completed Fallschase Final Development Submittal Checklist, attached hereto as Exhibit "C".

11. Process for Environmental Management Permit. A standard form Environmental Management Permit Application shall be submitted to the Leon County Growth and Environmental Management Department for review and approval concurrent with the application for Final Development Plan for each phase or sub-phase of the development at the Applicant's option.

(a) Timeline: The Director of the Growth and Environmental Management Department ("Director") shall provide written comments/questions regarding the construction plans within fourteen (14) working days of submittal. A maximum of two (2) submittals shall be allowed prior to final action/approval.

(b) The Applicant shall have the right to appeal the decision to the BCC. The Applicant shall have the option to utilize the hearing officer procedures in accordance with

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Section 10-1485 of the County Code to make a record for the appeal, or to proceed on the record of the DRC proceeding.

(c) Submittal Requirements:

- (1) A narrative outlining the methods of compliance with the standards incorporated into the PUD Concept Plan and this Agreement.
- (2) A copy of the approved Preliminary Site Plan (if not filed concurrently).
- (3) Construction Plans including maps on a scale of not less than 1 inch equals 200 feet demonstrating compliance with the identified standards in the PUD Concept Plan. Maps shall contain topographic information and source, existing natural features and the proposed methods of compliance.
- (4) Stormwater analysis: Stormwater management design and supporting computations including:
 - a. Narrative description of treatment facility to be permitted.
 - b. General location map which indicates the relative location within the project boundary, the limits and acreage of the drainage basin contributing to the facility.
 - c. Written summary of design report providing discussion on the level of water quality treatment provided.
 - d. An analysis demonstrating the treatment facility provides the required water quality treatment volume and the

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filtration system again provides the required capacity within 72 hours following a storm event

- e. Construction plans detailing grading which includes pertinent contours of areas adjacent to the facility, sediment and erosion control plans, existing and proposed drainage structures.
- f. Stormwater treatment facility capacity accounting record.
- g. The Applicant will give preferences to wet detention where possible.
- h. At the appropriate time the Applicant will apply for a Stormwater Treatment Operations Permit, pursuant to County Code.

12. Fallschase Development Standards. The parties agree that Applicant's development approval applications for property that is included in the original DRI/PUD approval made during the term of this Agreement shall comply with the Fallschase Development Standards set forth in Exhibit "D" and/or the Waivers and Exemptions of Exhibit "E," as applicable. The development standards conform to the requirements for the Comprehensive Plan and the existing LDRs to the extent that conformance does not impair the Applicant's ability to complete the development authorized herein. In the event that any County regulation conflicts with the development approved in this Agreement, the PUD Concept Plan, or the Final Development Plan, and such conflict cannot be resolved by reference to the Fallschase Development Standards set forth in Exhibit "D", or the Waivers and Exemptions set forth in Exhibit "E," the parties will confer and agree on a development standard that will allow

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completion of the development authorized herein as reflected in the PUD Concept Plan or the Final Development Plan. If the Applicant and the County Administrator fail to reach agreement, the matter shall be submitted to the BCC for decision. The development standards, may be modified only by written agreement between the Applicant and the County as evidenced by BCC action.

13. Waivers and Exemption. As to the properties added to the DRI/PUD by the First DRI Amendment, the County hereby grants waivers and exemptions as set forth specifically in Exhibit "E". The Applicant shall not be required to file any additional request or applications for said waivers. Applications for development approval for the property added to the Fallschase DRI in the First DRI Amendment shall be subject to the current County Comprehensive Plan and Land Development Regulations except that the Waivers and Exemptions of Exhibit "E" shall prevail over any conflicting County regulations.

14. Buck Lake Road Widening, Right-of-Way and Transportation Improvements. The Applicant commits to fund and construct the transportation improvements listed in Exhibit "F." These improvements are conceptual in nature at this time and will be refined in the future based on a traffic operations analysis as per paragraph 15, below. The Applicant has agreed to make additional improvements to the intersection of Mahan Road and Buck Lake Road beyond the improvements specified in Exhibit "F." The details of such improvements will be negotiated between the Applicant and the County and shall be included in the final PUD plan for Phase I submitted by the Applicant, and approved by the BCC. In order to assist the County with the planning and implementation of future improvements to Buck Lake Road and U.S. Highway 90, the Applicant shall:

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(a) Donate all right-of-way owned by the Applicant to the County for improvement of Buck Lake Road as shown on plans approved by the County and the Department of Transportation. The donation shall occur upon final resolution by the parties of all other matters with respect to the implementation of transportation improvements, including median openings and ingress and egress to and from Buck Lake Road and U.S. Highway 90 necessary to the development of Fallschase DRI/PUD, or no later than 30 days after approval of the final PUD plan for Phase I of the development, whichever shall occur later;

(b) Provide stormwater treatment for the stormwater runoff from the portion of Buck Lake Road adjacent to Fallschase either by constructing a stormwater treatment pond adequate to accept the runoff or accepting the runoff into the treatment system for the development;

(c) Install traffic signals in connection with the improvements, as reflected in Exhibit "F" subject to FDOT or County permitting requirements as applicable.

(d) In constructing the improvements, the Applicant shall comply with the County's customary practices, for: the design review process, inspection standards, warranties, maintenance, insurance, time of construction, etc.

15. Traffic Study at Site Plan Approval.

The Applicant shall complete a traffic operations study for all authorized development for all points of access to Fallschase prior to approval of the Phase I Final Development Plan. The traffic operations study will model the impact of entering and exiting trips on adjoining roadways. The Applicant and the County will review the proposed

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improvements and will, by mutual agreement, confirm, alter, or amend the scope of traffic improvements required for the development.

(a) The Applicant provided a trip generation analysis to Leon County Public Works for the County's consideration of traffic impacts of the applicant's proposed development plan, and not in any way to amend, alter, expand, reduce, or otherwise affect the vested rights of the Fallschase DRI/PUD. The trip generation analysis demonstrated that the development authorized in this Agreement does not create more than 3,659 p.m. peak hour trips.

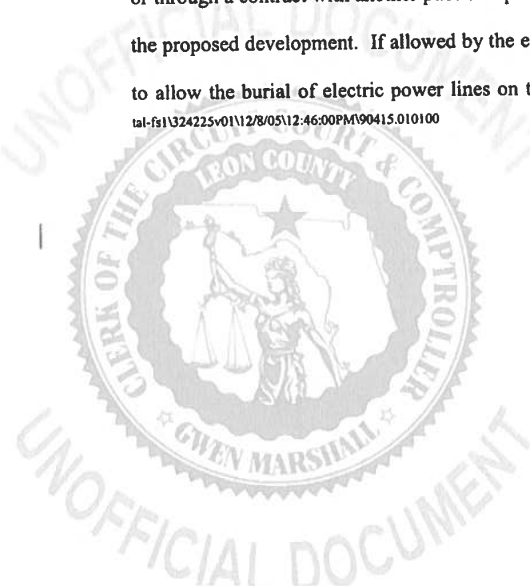
(b) The Applicant will update the trip generation analysis in conjunction with the PUD Concept Plan review, and for each subsequent phase of development. The Applicant acknowledges that it may be required to adjust the authorized development to ensure that trip generation does not exceed 3659 trips, with adjustment for pass-by and internal capture.

16. Weems Plantation and Meadow Hills. There shall be no road connections constructed between the Fallschase DRI/PUD and the Weems Plantation and Meadow Hills residential developments. The Applicant shall provide a vegetative buffer, as described in Exhibit "D" to buffer the existing Weems Plantation development from the commercial development.

17. Utilities. The Applicant shall apply to the City of Tallahassee for electric, gas, wastewater facilities, potable water and non-potable water. If the City of Tallahassee refuses to provide service, the Applicant shall have the right to provide electric, gas, wastewater facilities, potable water and non-potable water through the Fallschase Community Development District, or through a contract with another public or private provider with demonstrated capacity to serve the proposed development. If allowed by the electric and gas utility provider, the County agrees to allow the burial of electric power lines on the Property. The County acknowledges that the

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Fallschase Community Development District has the right to serve all the lands included within the Property pursuant to Chapter 190, Florida Statutes. If the City refuses to provide service, the parties agree that the service will comply with all applicable County, State and federal regulations. The Applicant will provide detailed plans for future expansion of the existing, on-site sewage treatment plant at the time of the proposed expansion.

18. Abandonment of Old Buck Lake Road. The County intends to abandon Old Buck Lake Road upon approval of this Agreement. Not later than sixty (60) days following the County's approval of this Agreement, the Applicant shall submit an application to abandon, pursuant to Fla Stat. 336.12. The County's abandonment shall be effective when the Applicant donates the Southern Property as described herein.

19. Stormwater Impact Fees. The parties agree that there are no existing impact fees applicable to Applicant's proposed discharge of stormwater to the Southern Property as described in this Agreement. The parties further agree that neither Applicant nor Fallschase Community Development District shall be required to pay any fees or other charges which may be instituted by the County in the future for discharges to the Southern Property. This provision shall not be construed to prevent the County from applying county-wide fees to the Property.

20. State and Federal Permits. The Agreement shall not be construed to relieve the Applicant of any obligation to apply for and receive permits or approvals required by State or Federal law.

21. Buck Lake - Fallschase Agreement. The agreement between the Buck Lake Alliance and AIG Baker Development, L.L.C., dated November 28, 2005, which includes the letter from AIG Baker Development, L.L.C., to The Weems Communities, is attached hereto and

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made a part hereof (Exhibit "H"). The terms and conditions expressed in the agreement and letter shall have the same force and effect as all other terms of this Agreement.

21. Binding Effect. The burdens of this Development Agreement shall be binding upon, and the benefits of this Development Agreement shall inure to, all successors in interest to the parties to this Development Agreement, whether by lease or purchase of a portion of the Property.

22. Applicable Law. This Development Agreement, and the rights and obligations of the County and the Applicant hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida.

23. Exhibits. All exhibits attached hereto contain additional terms of this Development Agreement and are incorporated herein by reference.

24. Captions or Paragraph Headings. 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 of any provision hereof.

25. Counterparts. This Development Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Development Agreement.

26. Term. This Agreement and the provisions hereof shall be in effect for a period of ten (10) years from the effective date hereof, unless terminated sooner or extended in accordance with the provisions of Fla. Stat. 163.3220, et. seq., and this Agreement.

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27. Assignability and Conveyance of the Property. The Applicant shall have the right to assign the rights and obligations granted in this Development Agreement to any subsequent owner of all or any part of the Property. The Applicant shall, within 20 days of closing, notify the County of any sale of any lands in the Property and any subsequent owners shall be included in any notices required by this Agreement or otherwise by law or ordinance

28. Termination. This Agreement may be terminated by mutual consent of the parties. This Agreement may also be terminated by the Applicant if an appeal or any other challenge is filed as to this Agreement, and at any time while an appeal or challenge is pending. Upon termination, all parties rights shall revert to those possessed prior to this Agreement and no portion of this Agreement of the negotiations or documents leading to the Agreement may be utilized by either Party or any Property Owner as a statement of legal position or waiver of any right, obligation, or defense.

29. Amendments and Extensions. This Development Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Section 163.3239, Florida Statutes.

30. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such 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 the specific rights and obligations set forth in this Development Agreement, the parties hereby declare their intention to cooperate with each other and to coordinate the performance of their respective obligations in effecting the terms of this Development Agreement

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31. Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

To the County:

Parwez Alam
Leon County Administrator
5th Floor, Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301
Telephone: (850) 488-9612

To the Applicant:

Ron Carlson, Executive Vice President
AIG Baker Tallahassee, LLC
AIG Baker Shopping Center Properties, LLC
1701 Lee Branch Lane
Birmingham, AL 35242
Telephone: (205) 969-1000

With a copy to:

Robert C. Apgar, Esquire
Greenberg Traurig, P.A.
101 East College Avenue
P.O. Drawer 1838
Tallahassee, FL 32302
Telephone: (850) 222-6891

32. Public Hearings. This 163 Development Agreement was approved by the Board of County Commissioners after two (2) public hearings, the first on October 25, 2005, and the second on December 6, 2005, at which time the 163 Development Agreement was approved.

33. Agreement Subject to Applicant Taking Title. The parties agree that the Applicant shall not seek, and the County shall not issue, any building permits for development of the Property to the Applicant or any property owner whose property is subject to the Agreement, and the Applicant shall not commence any development on the Property, until the Applicant has

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taken title to the Property. Should the Applicant give written notice to the County that the Applicant has elected not to close on the property, this Agreement shall be null and void, and of no further legal effect. Upon receipt of competent written evidence by the County that the Applicant's contract to purchase the property has terminated, this agreement shall be null and void and of no further legal effect.

34. Applicant Waiver. The Applicant waives any and all claims or causes of action that it has or may have against the County, should any court of competent jurisdiction invalidate this 163 Development Agreement or a development order based on this Agreement, in whole or in part. If this Agreement or any development order based on this Agreement is challenged, the Applicant agrees to defend the Agreement at its expense, and indemnify the County for the costs of defending such a challenge, subject to the Applicant's right to terminate the Agreement pursuant to paragraph 28 above.

35. Approval, Recording and Filing; Effective Date. The approval of this Agreement at the conclusion of the second public hearing shall be contingent upon the Applicant subsequently providing to the County copies of recorded deeds demonstrating that the Applicant is the legal and equitable owner of all properties that are subject to the Agreement. Provided, however, that the Applicant may apply for PUD Concept Plan Approval, and such approval may be granted as described in this Agreement, contingent upon the Applicant becoming the legal and equitable owner of all properties that are subject to this Agreement. Upon the Applicant taking title to all properties that are subject to the Agreement, this Agreement shall be deemed approved, and the County shall execute this Agreement without further action by the BCC. Pursuant to Section 10-1971E of the Leon County Code, the approval shall expire unless the Applicant executes the Agreement within thirty (30) days after the approval is complete as

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defined above. The County shall be deemed to have entered into the Agreement, within the meaning of Fla. Stat. 162.3239, when the Agreement has been executed by all Parties. Within fourteen (14) days after the Agreement is executed by all Parties, the County Administrator shall record the Agreement in the Official Records of Leon County, Florida. A copy of the recorded Agreement shall be submitted to the State Department of Community Affairs within fourteen (14) days after the Agreement is recorded. A copy of the recorded Agreement shall also be provided to the Applicant. This Agreement shall not be effective until it has been recorded in the Official Records of Leon County, Florida, and until thirty (30) days have elapsed after the Agreement has been received by the State Department of Community Affairs. The Agreement shall be binding upon and shall benefit and inure to the successors in interest of the parties to the Agreement.

36. Drafting; Rules of Construction. The parties acknowledge that they jointly participated in the drafting of this Development Agreement, and that no term or provision of this Agreement shall be construed in favor of or against either party based on drafting.

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IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the dates set forth below.

SIGNED/SEALED AND DELIVERED
In the presence of:

Witness

Printed Name

Witness

Printed Name

AIG BAKER TALLAHASSEE, L.L.C., a
Delaware Limited Liability Company,

By: AIG BAKER SHOPPING CENTER
PROPERTIES, L.L.C., a Delaware Limited
Liability Company

Ronald L. Carlson

Executive Vice President

Date: 12/12/05

LEON COUNTY, a political subdivision
of the State of Florida

By: William Curtis Proctor, Jr.
Chairman Leon County Board of
Commissioners

DATE

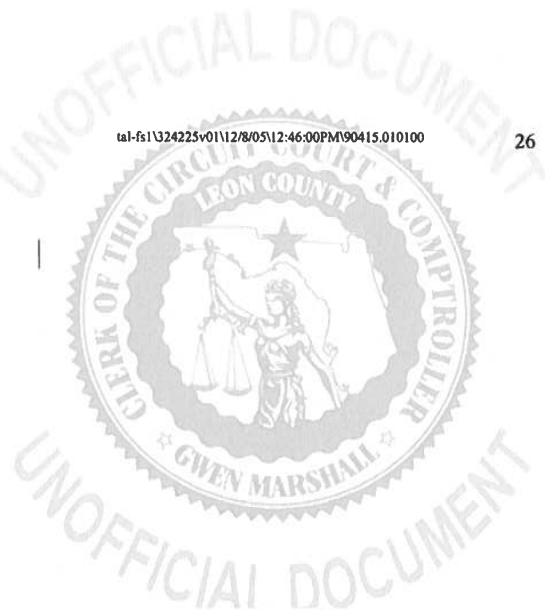
ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY:



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List of Exhibits

- A. Legal Description of Property
- B. Master Conceptual Plan Package
 - 1. Conceptual Master Plan
 - 2. Conceptual Commercial and Mixed Use Plan
 - 3. Proposed Improvements for Buck Lake Road and Mahan Drive (Roadway and Landscaping)
 - 4. Lakefront Lot Plan
 - 5. Typical Waterfront Residential Lot Section (Finger Area)
- C. Development Approval Submittal Checklist
- D. Fallschase Development Standards
- E. Waivers/Exemptions/Code Interpretations/Clarifications
- F. Transportation Improvements To Be Funded and Completed by Developer
- G. Assignment and Waiver of Rights
- H. Buck Lake - Fallschase Agreement

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EXHIBIT "A"

**DESCRIPTION:
FALLSCHASE
OVERALL BOUNDARY**
August 16, 2005

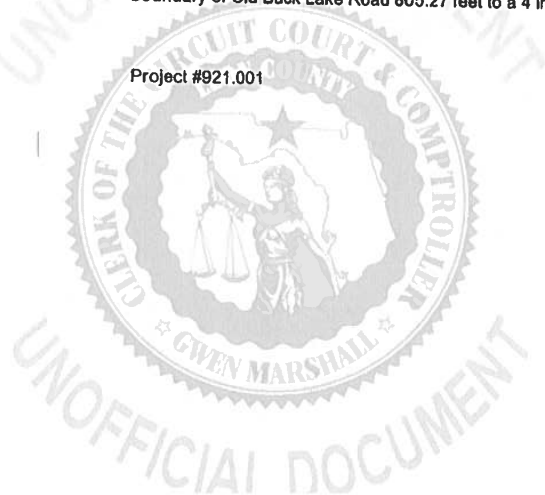
SURVEY DESCRIPTION:

A parcel of land located in Sections 22, 26, and 27, Township 1 North, Range 1 East; Leon County, Florida and described in Official Records Book 2299 page 01776 of the Public Records of Leon County, Florida, more particularly described by recent survey as follows:

BEGIN at a found 8" terra cotta monument marking the Southwest Corner of Section 26, Township 1 North, Range 1 East, Leon County, Florida, and run South 89° 51' 28" West along said South Boundary of said Section 27 a distance of 638.47 feet to a 4 inch by 4 inch concrete monument (#732) marking a point on the Northeasterly right of way boundary of the Seaboard Coast Line Railroad (120' right of way) (O.R. 1076, Pg. 542; P.B. 12, Pg. 83) and a point on a curve concave to the northeasterly; Thence northwesterly along said right of way boundary and said curve with a radius of 1849.86 feet; through a central angle of 10° 05' 54" for an arc distance of 326.04 feet (chord of said arc being North 46° 12' 41" West 325.82 feet) to a 4 inch by 4 inch concrete monument (#732); Thence North 41° 09' 59" West along said right of way boundary 495.05 feet to a 4 inch by 4 inch concrete monument (#732) marking a point of curve to the left; Thence northwesterly along said right of way boundary and said curve with a radius of 1918.24 feet; through a central angle of 09° 29' 19" for an arc distance of 317.68 feet (chord of said arc being North 45° 52' 56" West 317.31 feet) to a 4 inch by 4 inch concrete monument (#732); Thence leaving said Northeasterly right of way boundary run North 00° 29' 59" West along the West boundary of the East half of the East half of said Section 27 a distance of 2957.63 feet to a 4 inch by 4 inch concrete monument (#1254) 149.70 feet South of the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 27; Thence leaving said West boundary run South 89° 51' 36" West 678.21 feet to a 4 inch by 4 inch concrete monument (#1254); Thence South 89° 54' 00" West 719.78 feet to a 4 inch by 4 inch concrete monument; Thence run South 89° 51' 29" West 1220.53 feet to a 4 inch by 4 inch concrete monument (#1254) on the easterly right of way boundary of Weems Road (66' right of way) (P.B. 12, Pg. 90); Thence North 00° 16' 34" East along said easterly right of way boundary 149.88 feet to a 4 inch by 4 inch concrete monument (#1254); Thence leaving said East right of way boundary run North 89° 51' 56" East 1217.85 feet to a ½ inch pinched pipe; Thence North 00° 05' 23" West 1231.36 feet to a 4 inch by 4 inch concrete monument (#6988), on the southerly right of way boundary of State Road No. 10 (U.S. 90); thence North 67° 19' 30" East along said southerly right of way boundary 127.13 feet to a 4 inch by 4 inch concrete monument (#6988) on the southerly right of way boundary of Old Buck Lake Road; Thence run South 89° 58' 46" East along said southerly right of way boundary 1055.25 feet to a 4 inch by 4 inch concrete monument (#1254) marking a point of a non tangent curve to the left; Thence northeasterly, easterly and southwesterly along said curve with a radius of 50.00 feet through a central angle of 193° 40' 57" for an arc distance of 169.02 feet (chord of said arc being North 36° 28' 20" West 99.29 feet) to a 4 inch by 4 inch concrete monument (#1254); Thence North 89° 59' 16" West along the northerly right of way boundary of Old Buck Lake Road 805.27 feet to a 4 inch by 4 inch concrete monument (#6988) at

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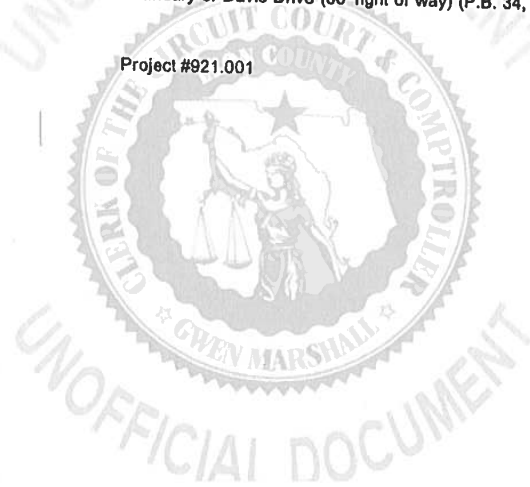


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the intersection with the southerly right of way boundary of said State Road No. 10; Thence North 67° 31' 35" seconds East along said southerly right of way boundary 119.03 feet to a 4 inch by 4 inch concrete monument (#6988); Thence South 20° 01' 36" East along said Southerly Right of Way Boundary 3.27 feet to a 4 inch by 4 inch concrete monument (#6988); Thence North 67° 13' 06" East along said southerly right of way boundary 557.72 feet to a 4 inch by 4 inch concrete monument (#6988); Thence run North 22° 41' 46" West along said southerly right of way boundary 3.28 feet to a 4 inch by 4 inch concrete monument (#6988); Thence North 67° 15' 38" East along said southerly right of way boundary 171.10 feet to a 4 inch by 4 inch concrete monument (#6988); Thence South 67° 41' 02" East along the southerly right of way boundary 29.38 feet to a 4 inch by 4 inch concrete monument (#6988); Thence leaving said southerly right of way boundary run South 25° 10' 12" East along the westerly right of way boundary of County Road C-158, Buck Lake Road (right of way width varies) 111.71 feet to a 4 inch by 4 inch concrete monument (#6988) marking a point of curve to the left; Thence southeasterly along said right of way and said curve with a radius of 550.00 feet through a central angle of 54° 36' 38" for an arc distance of 524.22 feet (chord of said arc being South 53° 49' 42" East 504.60 feet) to a 4 inch by 4 inch concrete monument (#1254) on the westerly right of way boundary of Fallschase Boulevard and a curve concave northerly; Thence continuing southeasterly along said southerly right of way boundary of County Road C-158 and said curve with a radius of 550.00 feet through a central angle of 09° 08' 35" for an arc distance of 87.77 feet, (chord of said arc being South 85° 34' 34" East 87.68 feet) to a nail and cap (#732); Thence run North 89° 59' 52" East along said southerly right of way boundary 51.19 feet to a 4 inch by 4 inch concrete monument (#1254) on the Easterly Right of Way boundary of said Fallschase Boulevard; said point also lying on a curve concave southeasterly; Thence northeasterly along said southerly right of way boundary and said curve with a radius of 50.00 feet through a central angle of 36° 48' 14" for an arc distance of 32.12 feet (chord of said curve being North 71° 32' 50" East 31.57 feet) to a 4 inch by 4 inch concrete monument (damaged); Thence South 89° 57' 11" East along said southerly right of way boundary 961.85 feet to a 6 inch by 6 inch concrete monument (DOT) marking a point of curve to the left; Thence easterly along said right of way and said curve with a radius of 5928.56 feet through a central angle of 01° 26' 45" for an arc distance of 149.60 feet (the chord of said arc being North 89° 14' 45" East 149.59 feet) to a half inch iron pipe; Thence leaving said Right of Way boundary run South 00° 33' 52" West along the West boundary of property described in O.R. Book 1076, Page 542 of the Public Records of Leon County, Florida 719.25 feet to a 1/2 inch iron pin; Thence North 87° 27' 22" East along the South boundary of said property 215.59 feet to a 1/2 inch iron pin; Thence North 00° 01' 55" East along the East boundary of said property 718.24 feet to an iron pin (#5509) on the said south right of way boundary of County Road C-158; Thence North 87° 07' 47" East along said south right of way boundary 268.95 feet to a 6 inch by 6 inch concrete monument (DOT) marking a point of curve to the right; Thence easterly along said right of way boundary and said curve with a radius of 3779.33 feet through a central angle of 08° 25' 31" for an arc distance of 555.74 feet, (chord of said curve being South 88° 28' 10" East 555.24 feet) to a 4 inch by 4 inch concrete monument; Thence leaving said right of way boundary run South 00° 12' 37" East along the westerly boundary of property described in O.R.2280, Pg. 430 of the Public Records of Leon County, Florida 308.33 feet to a 4 inch by 4 inch concrete monument; Thence run North 89° 44' 31" East along the southerly boundary of said property 149.81 feet to a 4 inch by 4 inch concrete monument (#3208); Thence run North 00° 14' 13" West along the easterly boundary of said property 289.83 feet to a 4 inch by 4 inch concrete monument on said south right of way boundary of County Road C-158 marking a curve concave to the southerly; Thence southeasterly along said right of way boundary and said curve with a radius of 3779.33 feet through a central angle of 00° 37' 35" for an arc distance of 41.31 feet, (chord of said arc being South 81° 39' 25" East 41.30 feet) to a nail and cap (#7245); Thence South 81° 28' 03" East along said southerly right of way boundary 626.13 feet to a 4 inch by 4 inch concrete monument; then leaving said right of way boundary run South 00° 01' 16" West 492.23 feet to a 4 inch by 4 inch concrete monument; Thence run North 89° 28' 38" East 322.86 feet to a 4 inch by 4 inch concrete monument (broken); Thence North 52° 27' 53" East 86.76 feet to a 4 by 4 concrete monument (broken); Thence run North 89° 38' 57" East 225.98 feet to a 4 inch by 4 inch concrete monument on the westerly right of way boundary of Davils Drive (60' right of way) (P.B. 34, Pg. 55); Thence run South 00° 00' 45" West

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along said Westerly right of way boundary 59.85 feet to a 4 inch by 4 inch concrete monument; Thence leaving said right of way boundary run South 89° 43' 34" West 179.71 feet to a 4 inch by 4 inch concrete monument; Thence South 00° 18' 20" East 162.55 feet to a 4 inch by 4 inch concrete monument; Thence run North 89° 31' 14" East 180.49 feet to a iron pin (#4792) on the westerly right of way of Davis Drive; Thence South 00° 03' 34" East along said westerly right of way boundary 163.15 feet to a 4 inch by 4 inch concrete monument (broken); Thence leaving said right of way boundary run South 89° 42' 18" West 180.17 feet to a 4 inch by 4 inch concrete monument (x-top); Thence South 00° 17' 14" East 162.14 feet to a 4 inch by 4 inch concrete monument; Thence South 00° 16' 09" East 162.97 feet to a 4 inch by 4 inch concrete monument; Thence North 89° 30' 15" East 162.26 feet to an iron pin (#4792) on the westerly right of way of Davis Drive (60' right of way) (P.B.34, Pg.55); Thence North 89° 58' 21" East 60.43 feet to an iron pin (#4792) on the easterly right of way boundary of said Davis Drive; Thence South 07° 36' 18" West along said easterly right of way boundary 101.82 feet to a ¾ inch iron pipe; Thence leaving said easterly right of way boundary run North 89° 47' 09" East 420.33 feet to a ½ inch iron pin; Thence North 00° 02' 08" East 100.01 feet to a ½ inch iron pin; Thence North 89° 51' 28" East 249.69 feet to a ½ inch iron pin on the easterly right of way boundary of Thrush Drive (60' right of way) (P.B.34, Pg.55); Thence South 00° 16' 32" East 99.63 feet to a ¾ inch iron pipe; Thence North 89° 53' 15" East 199.78 feet to a ½ inch iron pin; Thence North 89° 49' 16" East 199.66 feet to a 1/2 inch iron pin; Thence North 00° 08' 21" West 100.00 feet to a 1/2 inch iron pin on the westerly right of way boundary of Ibis Drive (60' right of way) (P.B.34, Pg.55); Thence North 89° 54' 38" East 59.94 feet to a 3/4 inch iron pipe on the easterly right of way boundary of said Ibis Drive; Thence South 00° 23' 31" East 20.33 feet to an iron pin (#4016); Thence South 89° 38' 06" East 199.80 feet to a 6 inch terra cotta monument; Thence North 89° 50' 38" East 673.61 feet to an iron axle; Thence South 00° 28' 00" East 3922.81 feet to a 4 inch by 4 inch concrete monument; Thence South 89° 59' 42" West along the South boundary of said Section 26 a distance of 4525.03 feet to the POINT OF BEGINNING containing 681.00 acres more or less.

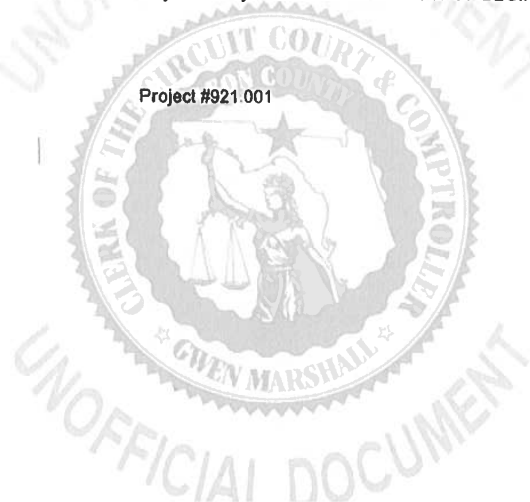
TOGETHER WITH:

A parcel of land described in Official Records Book 1747, Pg. 375 of the Public Records of Leon County, Florida; more particularly described by recent survey as follows:

Commence at the Southeast corner of Section 22, Township 1 North, Range 1 East, Leon County, Florida and run North 00 degrees 31 minutes 42 seconds West, 6.17 feet to the Northerly Right of Way boundary of County Road No. C-158 (Buck Lake Road) (80 foot Right of Way); Thence North 89° 46' 04" West along said right of way boundary 261.08 feet to a concrete monument (#1254); Thence North 01° 09' 35" East along the right of way boundary of County Road No. C-158 (Buck Lake Road) (100 foot right of way) a distance of 8.79 feet to a concrete monument (#1254) for the POINT OF BEGINNING; From said POINT OF BEGINNING run North 00° 29' 59" West 528.18 feet to a 4 inch by 4 inch concrete monument (#1254); Thence South 89° 52' 36" West 407.77 feet to an axle; Thence South 89° 56' 00" West 425.13 feet to a 4 inch by 4 inch concrete monument (#4792) on the southeasterly right of way of State Road No.10 (U.S. No.90); Thence South 67° 14' 28" West along said right of way boundary 299.55 feet to a 4 inch by 4 inch concrete monument (#6988); Thence North 22° 07' 40" West along said right of way boundary 6.65 feet to a 4 inch by 4 inch concrete monument (#6988); Thence South 67° 15' 47" West along said right of way boundary 115.96 feet to a 4 inch by 4 inch concrete monument (#6988); Thence South 23° 38' 46" West 27.03 feet to a 4 inch by 4 inch concrete monument (#6988), at the intersection of said Southeasterly right of way boundary with the Northeasterly right of way boundary of County Road No. C-158 (Buck Lake Road); Thence South 26° 27' 19" East along said northeasterly right of way boundary 110.74 feet to a 4 inch by 4 inch concrete monument (#1254) marking a point of curve to the left; Thence southeasterly along said right of way boundary and said curve with a radius of 450.00 feet through a central angle of 63° 38' 12" for an arc distance of 499.93 feet (chord of said arc being South 58° 11' 35" East 474.62 feet) to a 4 inch by 4 inch concrete monument (#1254); Thence South 89° 59' 10" East along said right of way boundary 781.37 feet to the POINT OF BEGINNING: Containing 13.21 acres, more or less.

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LESS AND EXCEPT:

That certain tract of land as recorded in O.R.B. 13, Page 191, of the Public Records of Leon County, Florida more particularly described by recent survey as follows:

Commence at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 27, Township 1 North, Range 1 East and run thence South 89 degrees 47 minutes 15 seconds West 247.36 feet to a C.M. (#1254), Thence North 00° 46' 26" East 706.42 feet to a 5/8" iron pin (#4792) for the POINT OF BEGINNING; From said POINT OF BEGINNING run North 00° 55' 26" East 100.00 feet; Thence North 89° 57' 49" East 100.00 feet, Thence South 00° 55' 26" West 100.00 feet; Thence South 89° 57' 49" West 100.00 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

That certain tract of land as recorded in O.R.B. 643, Page 530, of the Public Records of Leon County, Florida, more particularly described by recent survey as follows:

Commence at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 27, Township 1 North, Range 1 East and run thence South 89° 47' 15" West 247.36 feet; Thence North 00° 46' 26" East 806.42 feet to the POINT OF BEGINNING; From said POINT OF BEGINNING continue North 00° 46' 26" East 102.00 feet, Thence South 89° 58' 09" East 246.11 feet, Thence South 00° 47' 15" West 201.95 feet, Thence South 89° 57' 49" West 147.51 feet; thence North 00° 55' 26" East 100.00 feet; Thence South 89° 57' 49" West 100.00 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

Lots 1, 3 and 5, Block "N"; Lots 1, 7, 8, 9 and 10, Block "M"; Lots 3 and 5, Block "K"; Lots 1 and 4, Block "E"; Lots 3 and 7, Block "G"; Lot 5, Block "H" all in Fallschase West Village, Unit 1A, a subdivision as per map or plat thereof recorded in Plat Book 13, Pages 96-104 of the public records of Leon County, Florida.

ALSO LESS AND EXCEPT:

Lots 5, 23 and 33, Fallschase West Village, Unit 1B, a subdivision as per map or plat thereof recorded in Plat Book 14, Page 1 of the public records of Leon County, Florida.

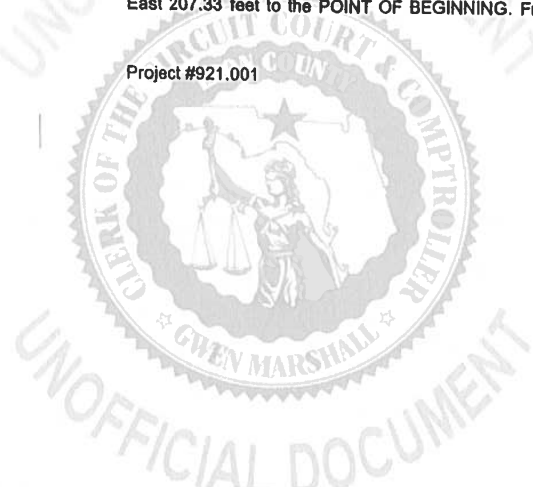
ALSO LESS AND EXCEPT:

A 2.0 acres parcel of land located in Section 26, Township 1 North, Range 1 East, Leon County, Florida as described in O.R. Book 1911, Page 1622 of the Public Records of Leon County, Florida more particularly described by recent survey as follows.

Commence at the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 1 North, Range 1 East, Leon County, Florida, and run North 89° 38' 06" West 199.80 feet to a point on the easterly right of way boundary of Ibis Drive; Thence North 00° 23' 31" West along said right of way boundary 20.33 feet; Thence leaving said easterly right of way boundary, run South 89° 54' 38" West 59.94 feet to the westerly right of way boundary of Ibis Drive; Thence South 00° 08' 21" East along said right of way boundary 100.00 feet; Thence leaving said westerly right of way boundary, run South 89° 49' 16" West 199.66; Thence South 89° 53' 15" West 199.78 feet to the easterly right of way boundary of Thrush Drive; Thence North 00° 16' 32" West along said easterly right of way boundary 99.63 feet; Thence leaving said easterly right of way boundary, run South 89° 51' 28" West 249.69 feet; Thence South 00° 02' 08" West 100.01 feet; Thence South 89° 47' 09" West 420.33 feet; Thence South 07° 31' 18" West 328.57 feet to a point of curve to the left; Thence southeasterly said curve, concave to the east, with a radius of 696.24 feet through a central angle of 29° 31' 11" for an arc distance of 358.71 feet (the chord of said arc being South 07° 13' 11" East 354.76 feet); Thence South 22° 05' 49" East 207.33 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South

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21° 56' 03" East 304.01 feet; Thence run North 74° 00' 33" East 238.50 feet; Thence North 04° 19' 38" West 312.23 feet; Thence South 73° 25' 26" West, 333.12 feet to the POINT OF BEGINNING.

Together with that certain grant of easement as recorded in Official Records Book 895, Page 951 of the Public Records of Leon County, Florida.

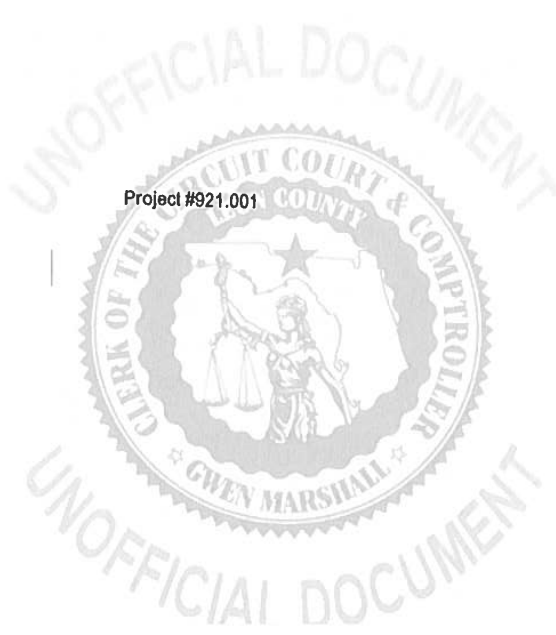
ALSO LESS AND EXCEPT:

A 7.71 acres parcel of land located in Section 27, Township 1 North, Range 1 East, Leon County, Florida as described in O.R. Book 1747, Page 372 of the Public Records of Leon County, Florida, more particularly described by recent Survey as follows:

Commence at the Southeast corner of Section 27, Township 1 North; Range 1 East, (Southwest corner of Section 26), Leon County, Florida and run thence along the South boundary of said Section 27; S89°51' 28"W, 638.47 feet to a point on the Northeasterly boundary of the Seaboard Coastline Railroad Right of Way, said point being on a curve concave to the Northeasterly, thence Northwest along said Right of Way curve with a radius of 1849.86 feet, through a central angle of 10°05'54", for an arc distance of 326.04 feet (the chord of said arc being N46°12'41"W, 325.62 feet), thence continue along said railroad Right of Way N41°09'59"W, 495.05 feet to a point of curve to the left, thence along said Right of Way curve with a radius of 1918.24 feet, through a central angle of 09°29'19", for an arc distance of 317.68 feet (the chord of said arc being N45°52'56"W, 317.31 feet), thence leaving said railroad Right of Way run N00°29'59" W, along the West boundary of the East Half of the East Half of said Section 27, a distance of 3107.33 feet to the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 27 and the POINT OF BEGINNING. From said POINT OF BEGINNING, thence N00°47'15" E, 753.32 feet to a C.M. (#1254), thence N86°04'54" E, 458.31 feet to a C.M. (#1254) lying on the Westerly 100' Right of Way boundary of Fallschase Boulevard as per Plat Book 10, Page 95 of the Public Records of Leon County, Florida, thence S53°45'55" E along said right of way boundary, 73.42 feet to a C.M. (#1254) and a point of curve to the right, thence along said right of way boundary and said curve with a radius of 284.44 feet, through a central angle of 64°14'38" for an arc distance of 318.93 feet (the chord of said arc being S21°52'47"E, 302.49 feet) to a C.M. (#1254), thence S10°15'55"W along said right of way boundary, 170.01 feet to a C.M. (#1254), thence N79°41'02"W, 139.95 feet to a C.M. (#1254) and a point of curve to the left, thence along said curve with a radius of 212.49 feet, through a central angle of 58°31'49" for an arc distance of 217.07 feet (the chord of said arc being S70°58'27"W, 207.75 feet) to a C.M. (#1254), thence S41°45'44"W, 282.77 feet to a C.M. (#1254) and a point of curve to the right thence along said curve with a radius of 117.33 feet, through a central angle of 47°55'16", for an arc distance of 98.13 feet (the chord of said arc being S65°38'40"W, 95.30 feet) to the POINT OF BEGINNING, containing 7.71 acres, more or less.

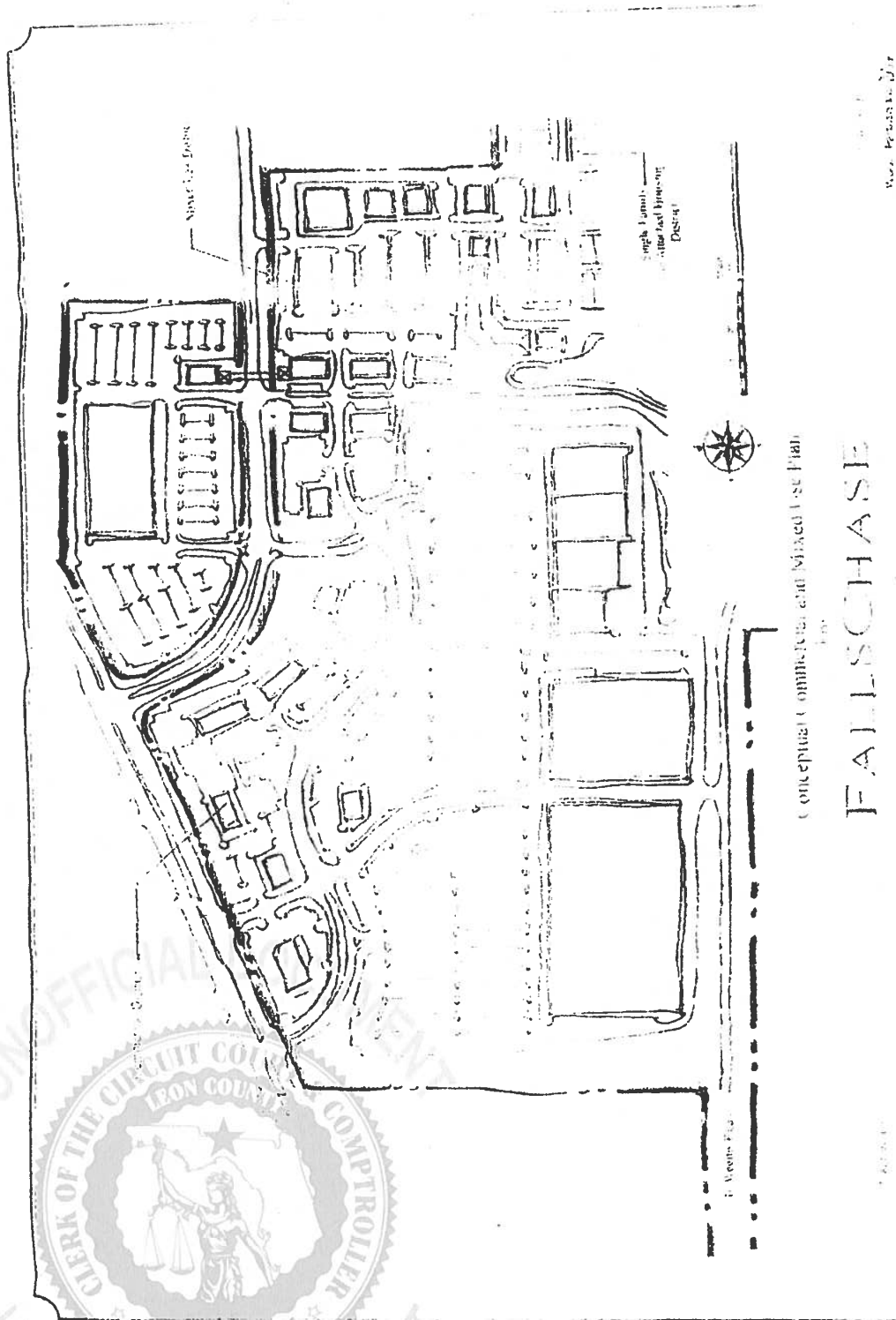
Project #921.001

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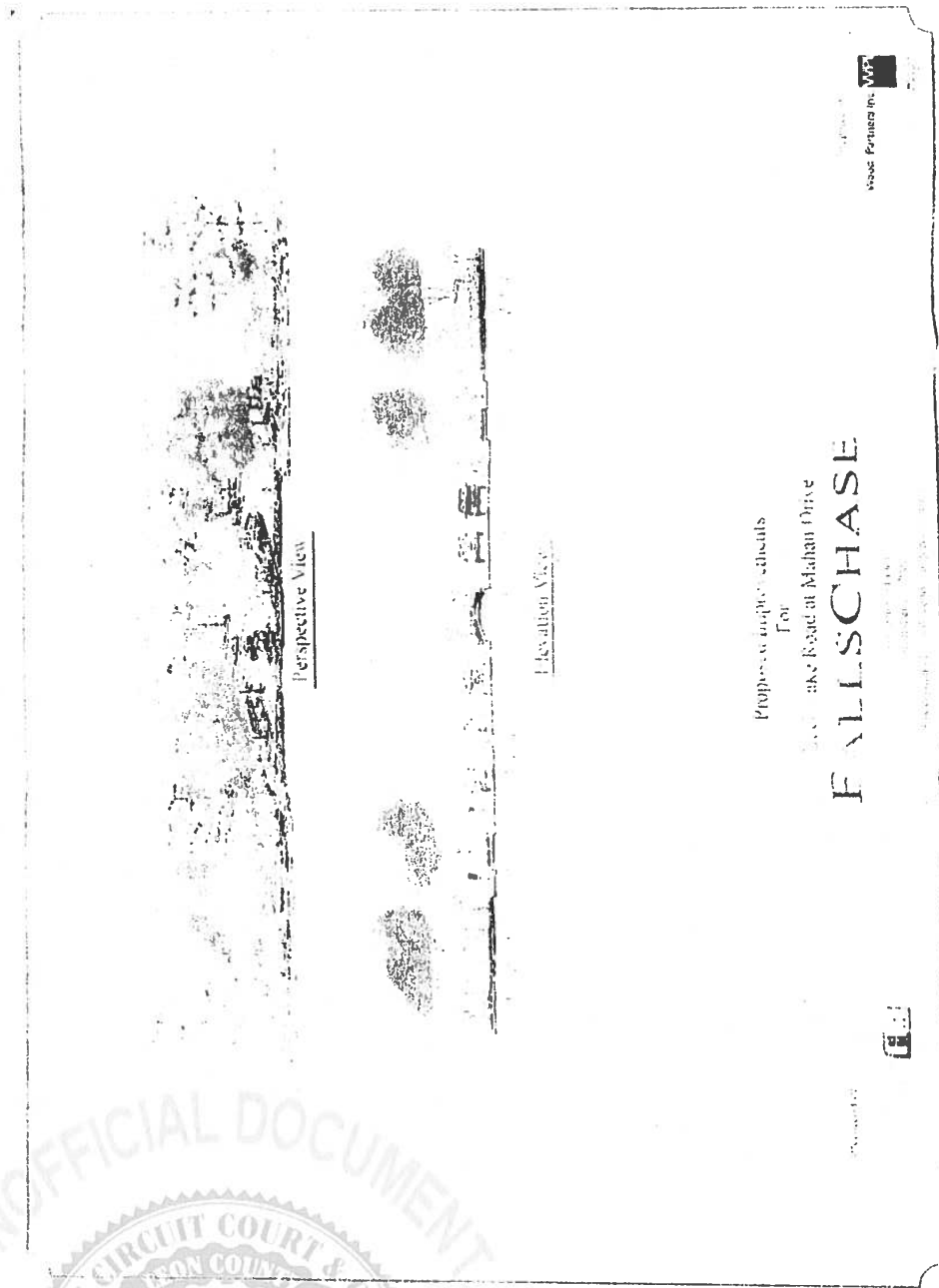




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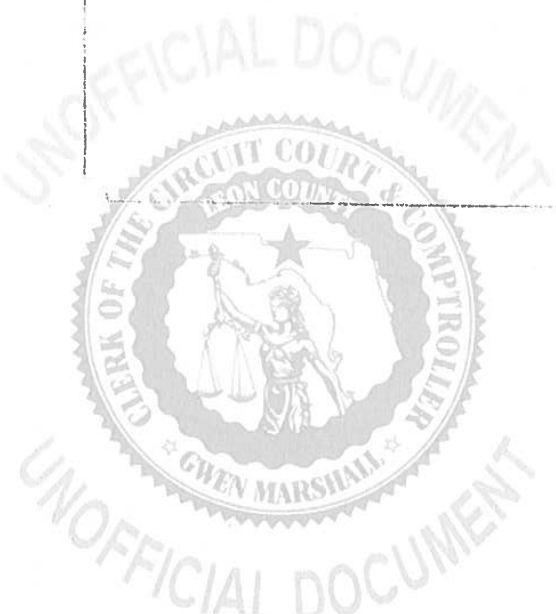
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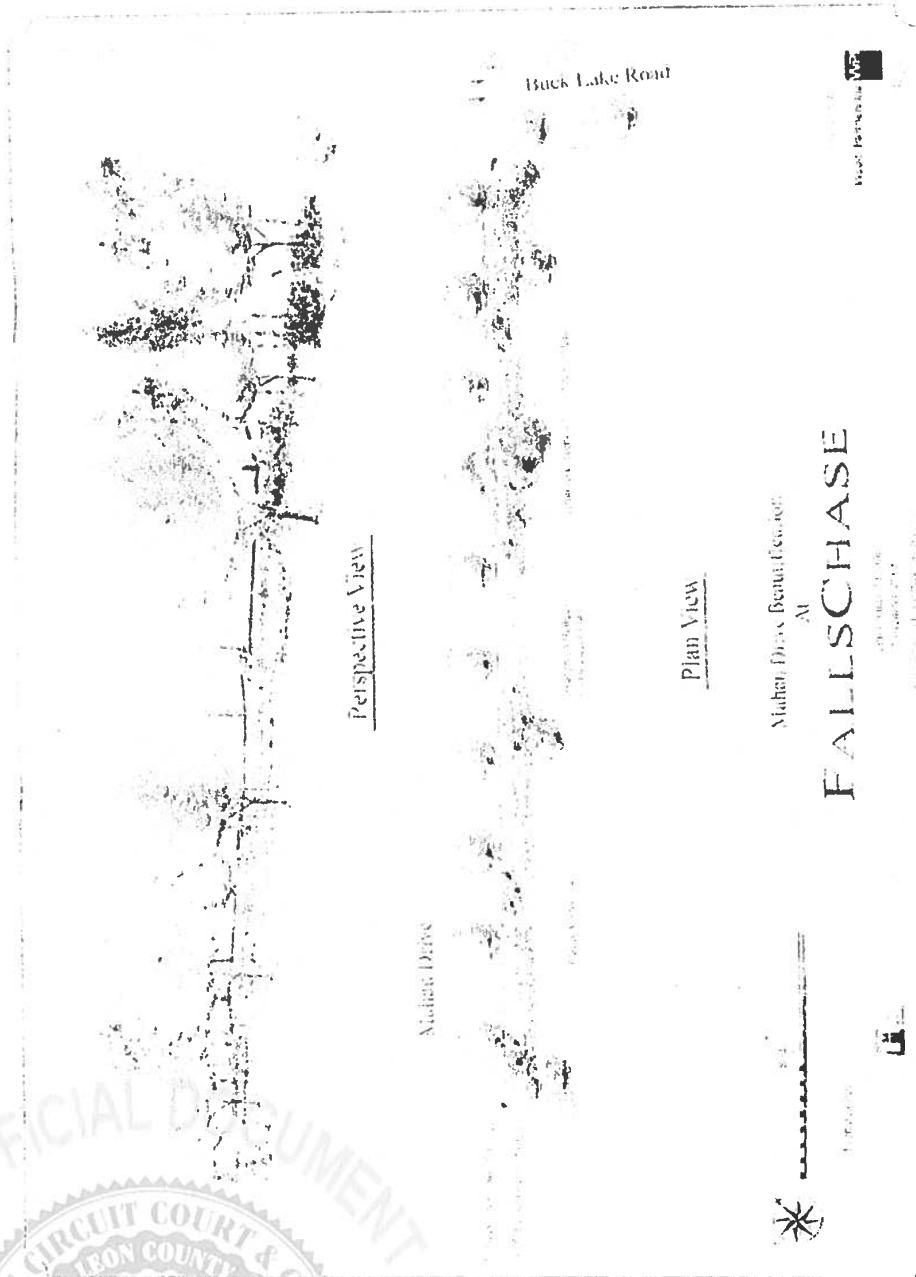
North - Portland, ME

Proposed Improvements
For
Lake Road at Mahan Drive
FALLS CHASE

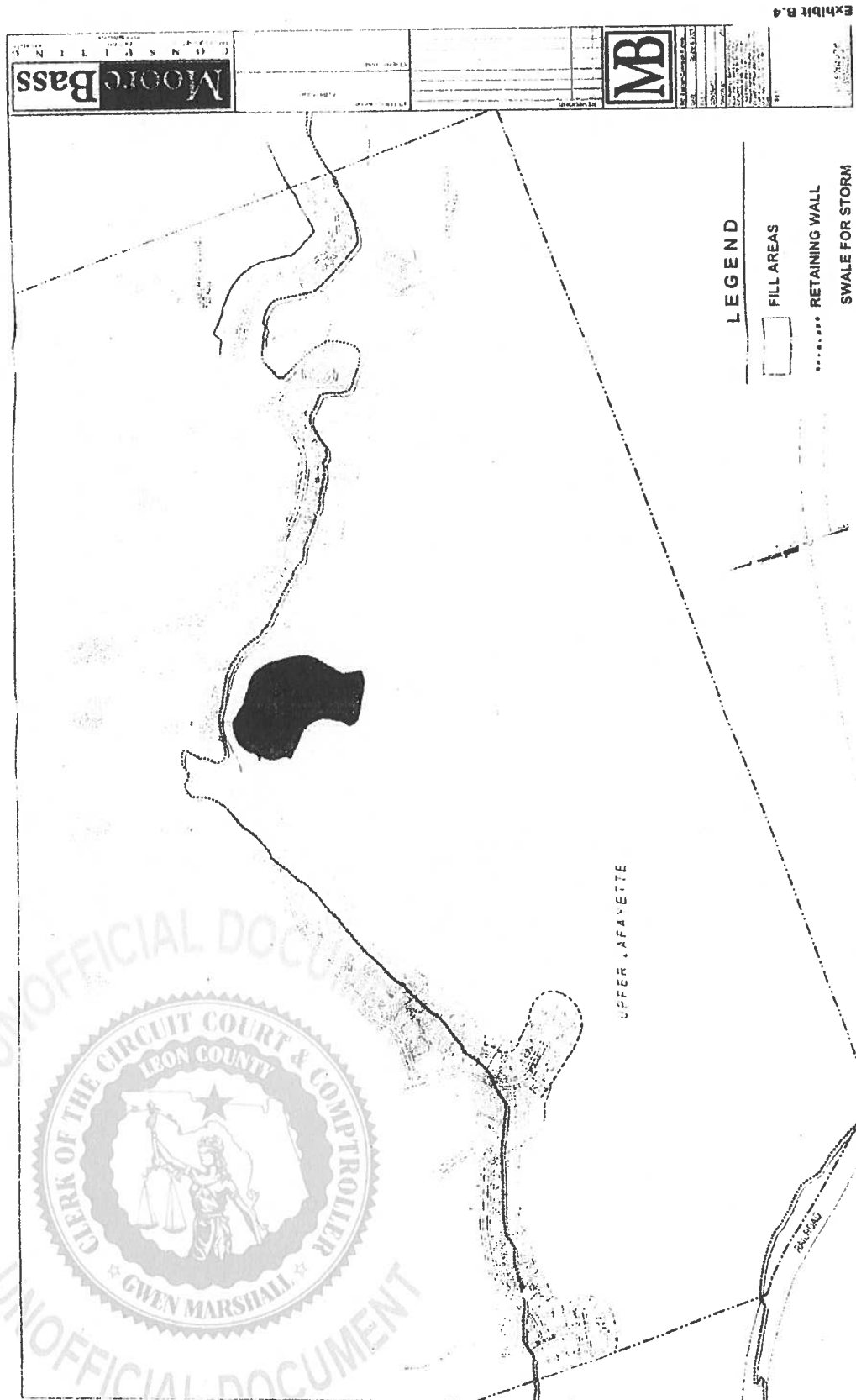


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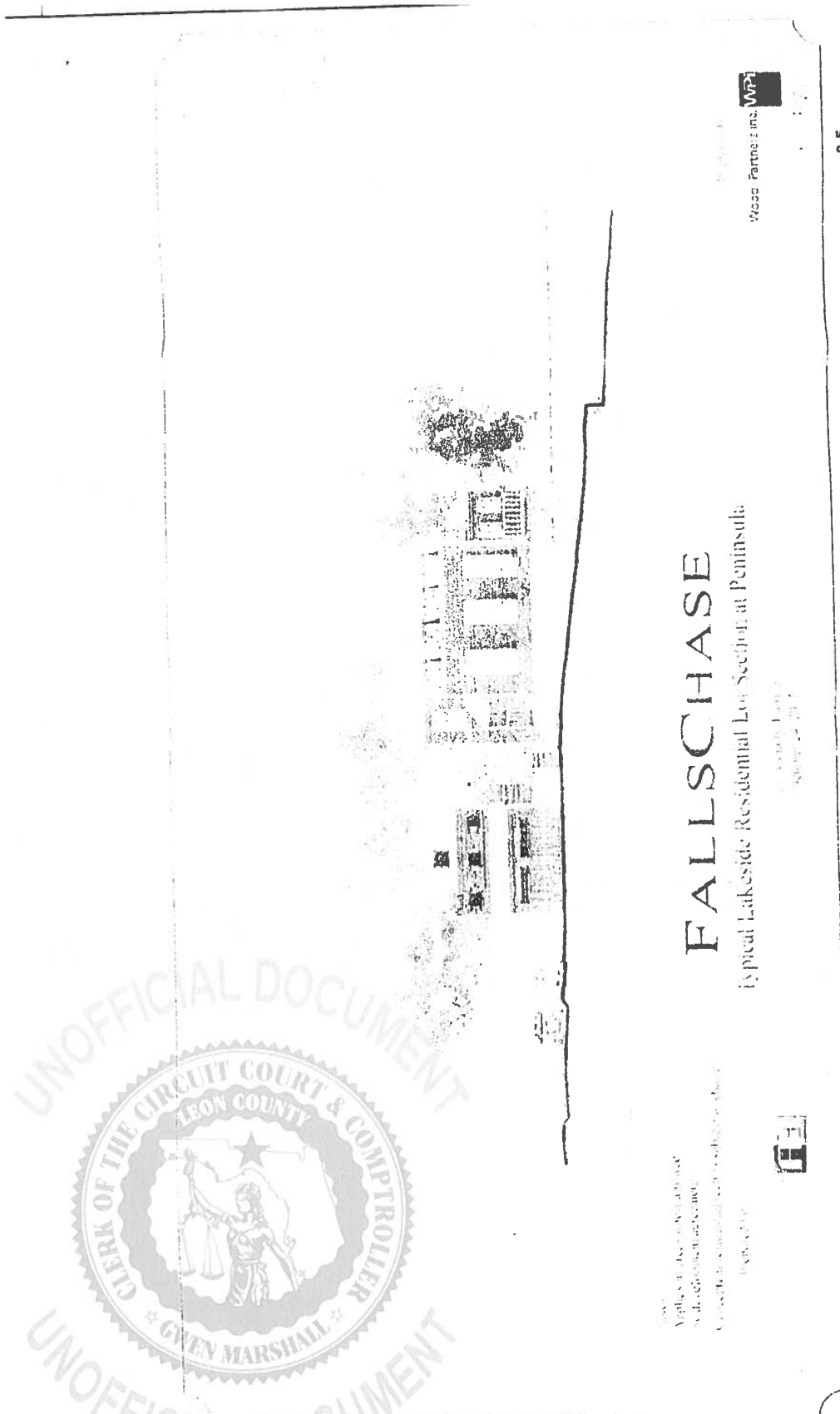
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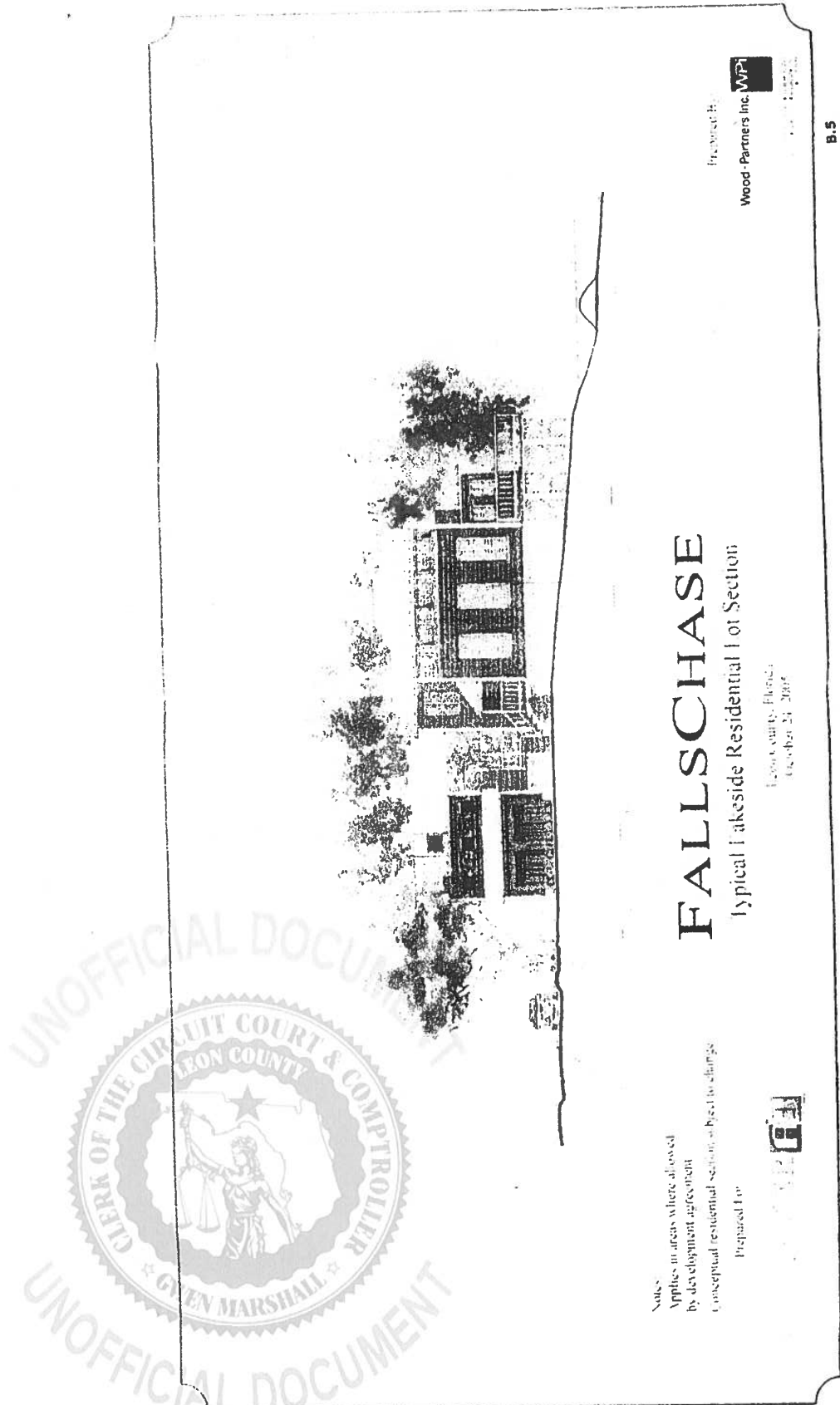
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B.5
page 2

EXHIBIT "C"
DEVELOPMENT APPROVAL SUBMITTAL CHECKLIST

Preliminary Subdivision Plat/Non-Residential Site Plan		
<u>Submittal Verification</u>		
<u>Applicant</u>	<u>Staff</u>	
—	—	1. Location map of the phase within Fallschase;
—	—	2. North arrow, graphic scale, date, and approval block;
—	—	3. Proposed phase number or name;
—	—	4. Name, address and telephone number of the developer, surveyor of record, and engineer of record;
—	—	5. Boundary and area of phase, total number of lots, and density calculations or total square footage and type(s) of non-residential use(s);
—	—	6. Contour lines;
—	—	7. Existing natural and manmade features including, but not limited to, waterbodies, drainage channels, slopes;
—	—	8. Right of way widths and names of existing and proposed streets and all existing and proposed easements;
—	—	9. Lot layout, including lot lines with approximate dimensions, lot numbers, block letters, pedestrian way locations and any common open space areas within the phase;
—	—	10. Conceptual utility and drainage plan;
—	—	11. Landscape Plan; (non-residential and multi-family apartments only)
—	—	12. Stormwater management plan;
—	—	13. Parking, loading, and traffic circulation design with dimensions, pedestrian circulation, and any common open space areas within the phase (non-residential development only);

Note: A Natural Features Inventory and Environmental Impact Analyses are not required.



EXHIBIT "D"
FALLSCHASE DEVELOPMENT STANDARDS

I. Intent.

The Tallahassee-Leon County 2010 Comprehensive Plan and all County Land Development Regulations ("LDR's") adopted after the approval of the Fallschase DRI on February 12, 1974, cannot limit or modify the Applicant's right to complete the development authorized in the Fallschase DRI/PUD. Fla. Stat. 163.3167(8). The standards set out herein allow the applicant to complete the vested development of the Fallschase DRI/PUD while allowing the Applicant to remove a large part of the property located below the 51 foot NGVD elevation, the "Southern Property," from the developable area of the Project in order to donate said land to Leon County for public purposes. The development standards are intended to facilitate relocating previously approved development onto the area north of the Southern Property, and protecting significant existing trees found in and adjacent to the Southern Property.

II. General Applicability.

The standards set out herein shall control the development of the vested portions of the Fallschase DRI/PUD in Leon County, Florida ("Project") as authorized in the Fallschase DRI Development Agreement, and the non-vested portions of the Project to which these standards are made applicable. The vested portions of the Project shall be governed solely by the development standards set out herein or incorporated herein by reference. These standards will be applied during the PUD Concept Plan review, the site plan review, and environmental permitting of the project. In the event of a conflict between these standards and any applicable part of the County's Comprehensive Plan or LDRs, these standards shall prevail.

III. Environmental Protection.

The following Preservation and Conservation features, as outlined by the Tallahassee/Leon County Comprehensive Plan and Leon County Land Development Code, will be protected as follows:

A. Wetlands.

1. Applicant will provide setbacks of 150 feet from the 30 foot contour line adjacent to the Upper Lafayette sink hole.
2. Correspondence from the Florida Department of Environmental Protection ("FDEP") dated January 9, 1997 indicates that the Fallschase Residential DRI is great-grandfathered under Section 373.421(7), *Florida Statutes*.



3. To the extent that any federal jurisdictional wetlands are proposed to be impacted, Applicant will comply with all regulatory permitting requirements set forth in Section 404 of the Clean Water Act.

4. Applicant will donate a portion of the Southern Property in fee simple to Leon County (excluding lakefront lots, as depicted on Exhibit "B.4.") as provided in the Agreement.

B. Topography/Slopes.

1. The development will preserve the natural, severe slopes that are greater than 1/4 acre in total area.

2. Applicant will comply with Section 10-207(1) of the Leon County Code, entitled "sedimentation and erosion," in its entirety.

C. Open Space.

1. Applicant will preserve a minimum of 25% of the total area of the Property in a natural condition pursuant to Section 10-258 of the Leon County Code. For the purposes of this Agreement, the term "Development Site," as used in Section 10-258, shall include the entire Property as described in Exhibit "A," including the property donated to Leon County pursuant to the Fallschase DRI Development Agreement.

D. Archeological/Historical Resources.

1. Archaeological and historical sites will be surveyed and mitigated as required by the Department of State, Division of Historic Resources.

E. Listed Species.

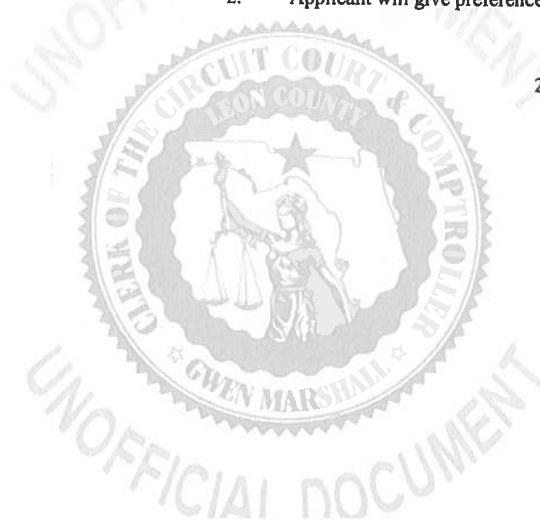
1. A study of threatened and endangered species will be prepared by the Applicant at the time of Phase I site plan approval submittal and mitigation plans proposed where applicable.

F. Stormwater.

Stormwater treatment may be provided in part by underground stormwater treatment chambers. Applicant shall be permitted to utilize the Southern Properties for rate attenuation, notwithstanding any other rate control standards.

1. Applicant shall provide stormwater treatment that meets or exceeds standards contained in Section 10-191(b) of the Leon County Code.

2. Applicant will give preference to wet detention throughout the project.



3. The Applicant will utilize the two ponds located on either side of Fallschase Boulevard at the south end of the commercial area for wet detention stormwater treatment for all stormwater facilities treating commercial and office facilities and associated parking areas south of Buck Lake Road.

4. Applicant will comply with the table set forth in Section 10-191(b) of the Leon County Code entitled "Watershed Conservation Measures." Detailed stormwater design will be provided in connection with the Environmental Management Permit.

5. Applicant will plat easements for the conveyance of stormwater.

G. BMPs for Conservation and Preservation Areas.

1. Applicant will restrict pesticides, herbicides and fertilizers in conservation and preservation areas and in a 25 foot buffer around such areas pursuant to Section 10-213(2) of the Leon County Code. The Applicant will inform all buyers of property adjacent to such areas of county restrictions on the application of pesticides, herbicides and fertilizers.

H. Floodplain Management.

1. Applicant will comply with Article XII of the Leon County Code, entitled "Floodplain Management," except for the two finger areas designated for filling, as set forth on Exhibit "B.4," entitled "Lakefront Lot Plan."

2. Applicant has agreed to require completion of the flood certification form and execution of the flood indemnification covenant, as required by County policy for development in the floodplain.

3. Applicant will limit fill below the 51 foot contour to the minimum necessary for the planned development.

4. Applicant will set the finished floor elevation at three feet above the floodplain to comply with the current Leon County Code.

IV. Landscape Areas, Open Space Requirements, and Tree Protection.

In order to utilize the Property in an efficient manner, to protect the heritage oak trees which are located adjacent to the 51 foot NGVD contour line, and to maintain the unique environmental features of the property, Applicant will meet the following site specific landscaping, open space and tree protection standards for the Property, in lieu of any other landscaping, open space and tree protection standards adopted in the LDRs.



A. Minimum Landscaped Area.

1. A minimum of 15% of the total developed area shall be devoted to landscaping. The area comprising this 15% may be aggregated or distributed at the developers discretion and will include all buffers, interior landscape islands, setbacks and/or non-paved areas within the development parcel. This requirement shall apply only to the non-residential and multi-family components of Fallschase. No landscaping or open space requirement shall apply to single family development.

B. Landscape Standards for Perimeter and Interior Landscape Areas.

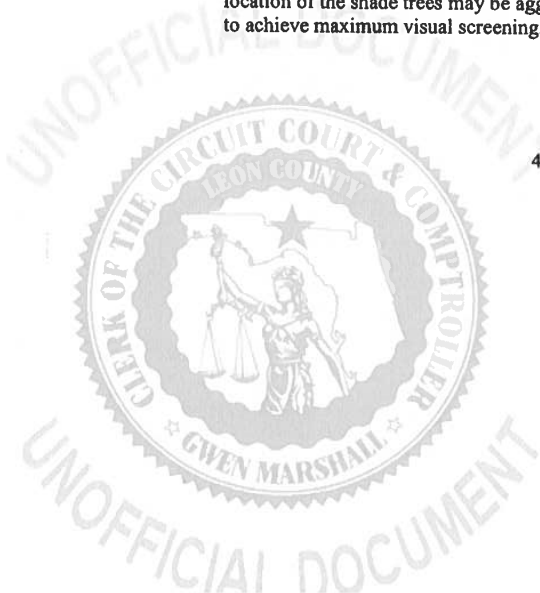
1. A minimum 10 foot buffer shall be established along all Property boundaries of the Fallschase development, including individual non-residential and multi-family components, except where provided as described below. This 10 foot area shall retain all existing trees 10 inches dbh or greater that are of good health, except where the existing grade of the land is higher than the adjacent roadway. Additional plantings may be added at the developer's discretion to provide further visual buffer between land use components and adjacent properties and may be planted in areas regraded to meet the roadway elevation.

2. A 30 foot wide, vegetative buffer shall be established along the southeastern property line extending north to westerly to Davis Road.

3. Interior landscape areas within the non-residential and multi-family parking areas will include landscape islands and shade trees. One 3 inch dbh shade tree shall be provided within each landscape island. The number of landscape islands shall be calculated as one island for every 24 parking spaces and shall be located at the terminus of parking bays as determined by final parking lot design. Each island shall be a minimum dimension equivalent of one regular parking space.

C. Weems Plantation Buffer.

A 30 foot wide, heavily landscaped, evergreen vegetative buffer shall be provided along the northern boundary of Weems Plantation and other adjacent lands (excluding internal components of Fallschase) where non-residential or multi-family development is proposed along the Property line of existing single-family residential development. This buffer shall consist of either existing vegetation and/or be augmented to provide a double row of evergreen hedge material (measured at 36 inches in height at the time of planting) and one evergreen shade tree (3 inch dbh) per 25 linear feet measured along the existing Property line. The location of the shade trees may be aggregated rather than planted at even intervals to achieve maximum visual screening.



D. Reforestation Requirements.

1. All non-residential and multi-family components shall replant one 3 inch dbh evergreen shade tree for every tree removed in excess of 24 inches or greater. These replanted trees may be used to satisfy the interior landscape area requirements or buffer area requirements, or stormwater management facility requirements with regard to required trees.

2. The single family residential component shall replant one 3 inch dbh evergreen shade tree for every tree removed in excess of 24 inches or greater, for all roadways, stormwater management facilities, or other common areas, but exclusive of the future construction within each lot. These replanted trees may be used to satisfy the buffer area requirements, or stormwater management facility requirements with regard to required trees.

3. All existing trees 24 inches or greater that are incorporated into the design of the project shall be available as credit against such reforestation requirements on the basis of one 3 inch dbh tree credit for every protected tree 24 inches or greater.

E. Stormwater Management Facility Landscaping.

1. All stormwater management treatment facilities will provide one 3 inch dbh evergreen shade tree for every 25 linear feet of pond perimeter as measured at the top of the pond berm. These shade trees may be aggregated rather than planted at even intervals at the discretion of the developer.

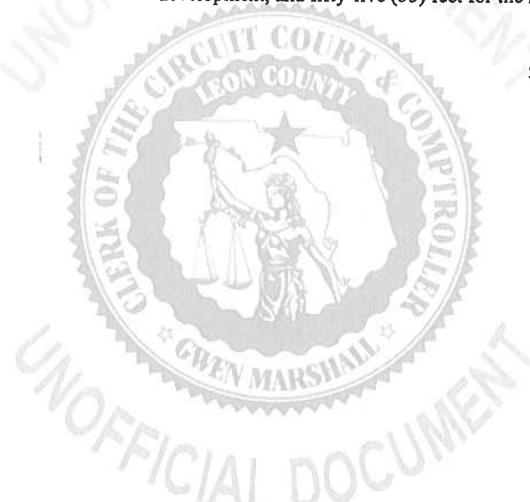
2. Fencing of the stormwater management facility shall be provided when side slopes exceed 3:1 and a double row of evergreen hedge material shall be planted outside the required fence. Where these facilities are designed to integrate with paved areas and structural walls as a component of the pond design, fencing will not be required.

3. The entire area of the stormwater management facility shall be available as credit for meeting the 15% landscape area requirements of any non-residential or multi-family component.

4. Applicant will provide water quality treatment through natural and manmade wetlands that will be part of the Stormwater Management System.

V. Height Requirements and Zero Lot Lines.

In order to accommodate the density and intensity of development originally approved for the Southern Property on the remaining portions of the Property, the height limits shall be four (4) stories for mixed use development, fifty (50) feet for general retail development, and fifty-five (55) feet for the movie theatre. AIG agrees to a 3 story



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height limit for residential structures adjacent to Buck Lake Road. All other residential structures will be limited to 5 stories and 70 feet maximum building height. There shall be no setback requirements for commercial, residential or office development on the Property and all development shall be permitted to develop with zero lot lines and setbacks.

VI. Commercial Lighting.

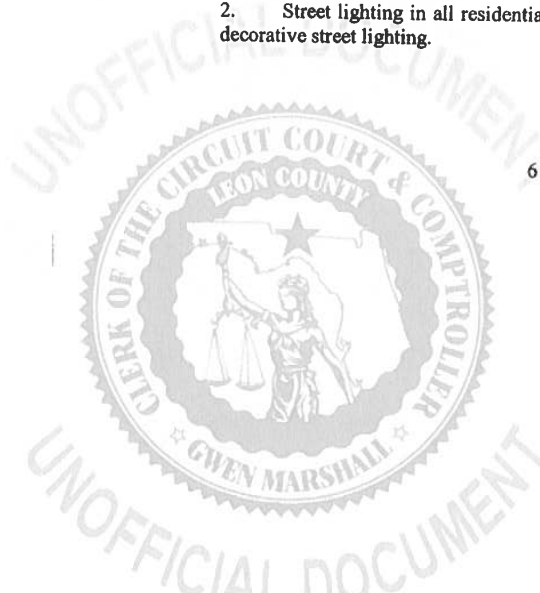
Lighting in the commercial development areas will conform to the following general requirements:

1. Lighting fixtures will be "shoe box" type lights which are fully shielded meaning the light source is concealed within the housing
2. The lights will be directed downward to avoid light spillage. Perimeter lights may be directed inward to further reduce spillage along the perimeter of the property.
3. The fixtures will be Dark-Sky friendly. They will feature a flat glass lens as opposed to a convex lens. The flat lens directs light downward instead of outward. The flat lens and shielding are key elements to reducing light spillage. See International Dark-Sky Association at www.darksky.org.
4. During the final design phase a photometric plan will be prepared. Values for light intensity will be determined in foot candles at the property lines. At the property line, the light intensity will be minimal.

VII. Residential Lighting.

Lighting in the residential development areas will conform to the following general requirements:

1. Lighting fixtures in the multi-family residential parking areas will be "shoe box" type lights which are fully shielded meaning the light source is concealed within the housing
2. Street lighting in all residential areas will be low wattage and low lumen decorative street lighting.



VIII. Commercial Parking Standards.

Off street parking shall be provided on site to accommodate commercial uses as follows:.

Minimum Parking Standards:

General Retail	1 space / 250 sf GFA* (inclusive of handicapped parking)
Restaurant	10 spaces / 1,000 GFA
Theater	1 space / 5 seats
Office	1 space / 300 sf GFA

* - GFA = gross floor area

IX. Conflict Resolution.

In the event that any County regulation that lawfully applies to the vested portion of the Fallschase DRI/PUD conflicts with the development standards set out herein, or would prevent the Applicant from completing the development approved in the Agreement, the Conceptual Master Plan, the PUD concept Plan, or the Final Development Plan, and such conflict cannot be resolved by reference to the Fallschase Development Standards set forth above, the parties will confer and agree on a development standard that will allow completion of the development consistent with the development standards set out herein, the Conceptual Master Plan, the PUD Plan, or the Final Development Plan. If the parties fail to agree, the matter shall be presented to the BCC for decision.



EXHIBIT "E"
WAIVERS/EXEMPTIONS/CODE INTERPRETATIONS/CLARIFICATIONS
Applicable to the Fallschase DRI/PUD non-vested property

This exhibit applies to the property added to the Fallschase DRI/PUD in the First DRI Amendment, consisting of a 60 acre parcel on the east side of the original DRI, and a 17 and ½ acre parcel located in the northwest part of the original DRI, as depicted on the Conceptual Master Plan, Exhibit B.1. The waivers, exemptions, code interpretations and clarifications set out herein are granted to enable the Applicant to place a significant portion of the vested development on the northern part of the Fallschase DRI property, recognizing that the Applicant will donate a major portion of the land below the 51 foot NGVD contour, the Southern Property, to the County for public use. The waivers, exemptions, code interpretations and clarifications set out herein are intended to facilitate the well-planned, attractive development of the remaining developable property in the Fallschase DRI as a whole.

I. Sixty (60) Acre Parcel.

A. Waivers & Exemptions.

1) Section 10-192(g)(2)(a)(1) (Lake Lafayette Special Development Zone -- "Zone B"): Applicant is granted a waiver from this subsection. Applicant will be allowed the following: Clearing, soil disturbance and building area will be allowed up to 75 % of the development site located within Zone B.

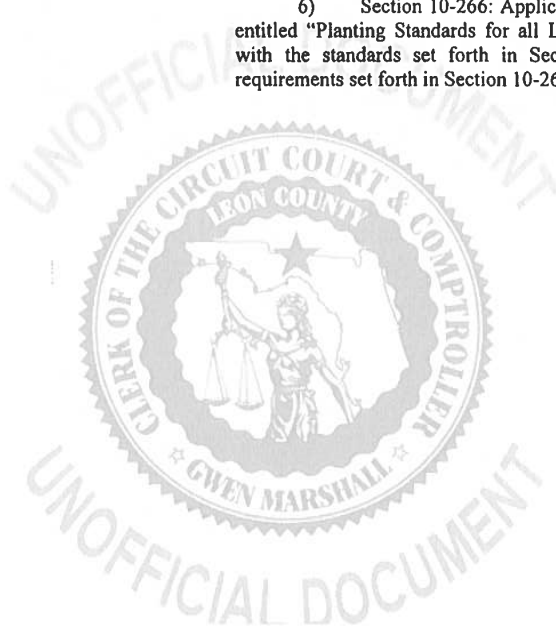
2) Section 10-192(g)(2)(a)(2) (Lake Lafayette Special Development Zone -- "Zone B"): Applicant shall be exempt from Section 10-192(g)(2)(a)(2). Applicant will provide stormwater treatment in accordance with Section 10-191 and will give a preference to wet detention where possible.

3) Section 10-207(2)(c): Applicant shall be exempt from the significant slope provision of this Section.

4) Section 10-258: Applicant shall be exempt from all requirements in this Section. The natural area requirements for commercial parcels are satisfied by the donation of the lake bottom as provided in the 163 Agreement.

5) Section 10-264: Applicant will be exempt from this Code Section, entitled "Reforestation Requirement." Applicant will comply with the reforestation standards set forth in Section VII of Exhibit "D" in lieu of the requirements set forth in Section 10-264.

6) Section 10-266: Applicant will be exempt from this Code Section, entitled "Planting Standards for all Landscape Areas." Applicant will comply with the standards set forth in Section VII of Exhibit "D" in lieu of the requirements set forth in Section 10-266.



7) Sections 10-311, 10-312, 10-313, 10-314, 10-915, 10-1480, 10-1481 and 10-1482: Applicant will be exempt from these and any other procedural Code Sections. Applicant will follow the same procedures mandated for the vested property as described in the 163 Agreement.

B. Code Interpretation/Clarifications.

1) Applicant shall be allowed to include preservation features (i.e. floodplain and high quality successional forests) within the boundaries of the platted lots.

2) Section 10-210: Applicant shall be allowed to discharge treated stormwater to the natural karst feature (sinkhole) located on the north side of Upper Lake Lafayette so long as the stormwater travels at least 300 feet through a natural drainage way or across the lake bed before reaching the karst feature.

3) Sections 10-292, 10-293 and 10-294: Applicant will mitigate for protected trees within any disturbed areas as identified in the environmental permit. Applicant will meet the standards of these Code Sections as modified by Section VII of Exhibit "D."

4) This development is consistent with Policy 1.3.5 of the Comprehensive Plan. The lakefront lot plat is deemed to meet this Policy because the buildable area of the lots will be above the 51' contour and the remaining land below the 51' contour will be donated for public use.

II. Seventeen and One Half (17 1/2) Acre Parcel.

A. Waivers & Exemptions.

1) Section 10-207(2)(c) and (d): Applicant shall be exempt from the significant and severe slope provisions of this Section.

2) Section 10-258: Applicant shall be exempt from all requirements in this Section. The natural area requirements for commercial parcels are satisfied by the donation of the Southern Property as provided in the 163 Agreement.

3) Section 10-264: Applicant will be exempt from this Code Section, entitled "Reforestation Requirement." Applicant will comply with the reforestation standards set forth in Section VII of Exhibit "D" in lieu of the requirements set forth in Section 10-264.

4) Sections 10-311, 10-312, 10-313, 10-314, 10-915, 10-1480, 10-1481 and 10-1482: Applicant will be exempt from these and any other procedural Code Sections. Applicant will follow the same procedures mandated for the remainder of the property as described in the 163 Agreement.



OR BK 3420 PG 2181

5) Section 10-266: Applicant will be exempt from this Code Section, entitled "Planting Standards for all Landscape Areas." Applicant will comply with the standards set forth in Section VII of Exhibit "D" in lieu of the requirements set forth in Section 10-266.

B. Code Interpretation/Clarifications.

1) Sections 10-292, 10-293 and 10-294: Applicant will mitigate for protected trees within any disturbed areas as identified in the environmental permit. Applicant will meet the standards of these Code Sections as modified by Section VII of Exhibit "D."

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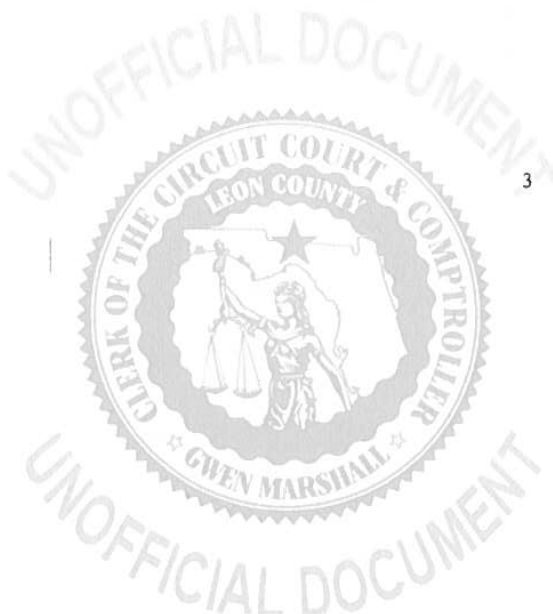


Exhibit "F"
Transportation Improvements To Be Funded and Completed by Developer

Mahan Road – Construct a full signalized access at the western entrance to the Fallschase property. Construct right-in, right-out access at the approximate location shown on the Conceptual Commercial and Mixed Use Site Plan frontage on Mahan Road. Add required traffic acceleration/deceleration and turn lanes on Mahan Road along the frontage of the Fallschase property as warranted for Fallschase traffic.

Buck Lake Road – Donate the right-of-way required for the widening of Buck Lake Road to the eastern boundary of the northern 13 acre parcel that is a part of Fallschase, and donate one-half of the right-of-way required for the widening of Buck Lake Road from that point, east to the eastern boundary of the parcel that is part of Fallschase. Such donations of property shall exclude properties not owned as a part of Fallschase.

The Applicant will widen Buck Lake Road to add a third west bound left-turn lane, and will extend the four-lane portion of Buck Lake Road in areas depicted on Exhibit E.1.

The Applicant will relocate the existing median cut on Buck Lake Road and add three access points east along Buck Lake Road as shown of Exhibit E.1. Applicant may also improve, signalize and relocate the main entrance to Fallschase.

Weems Road – Applicant will make improvements to Weems Road to accommodate an entrance to the western side of Fallschase, so long as the right-of-way is sufficient to make such improvements. Applicant will not be required to acquire or fund the cost of this additional right-of-way for the installation of these contemplated improvements.

Note: As to all of the improvements described above, the Applicant assumes no responsibility to acquire or bear the cost of land for needed right of way. The Applicant's obligation to provide right of way shall be limited to land that the Applicant owns.



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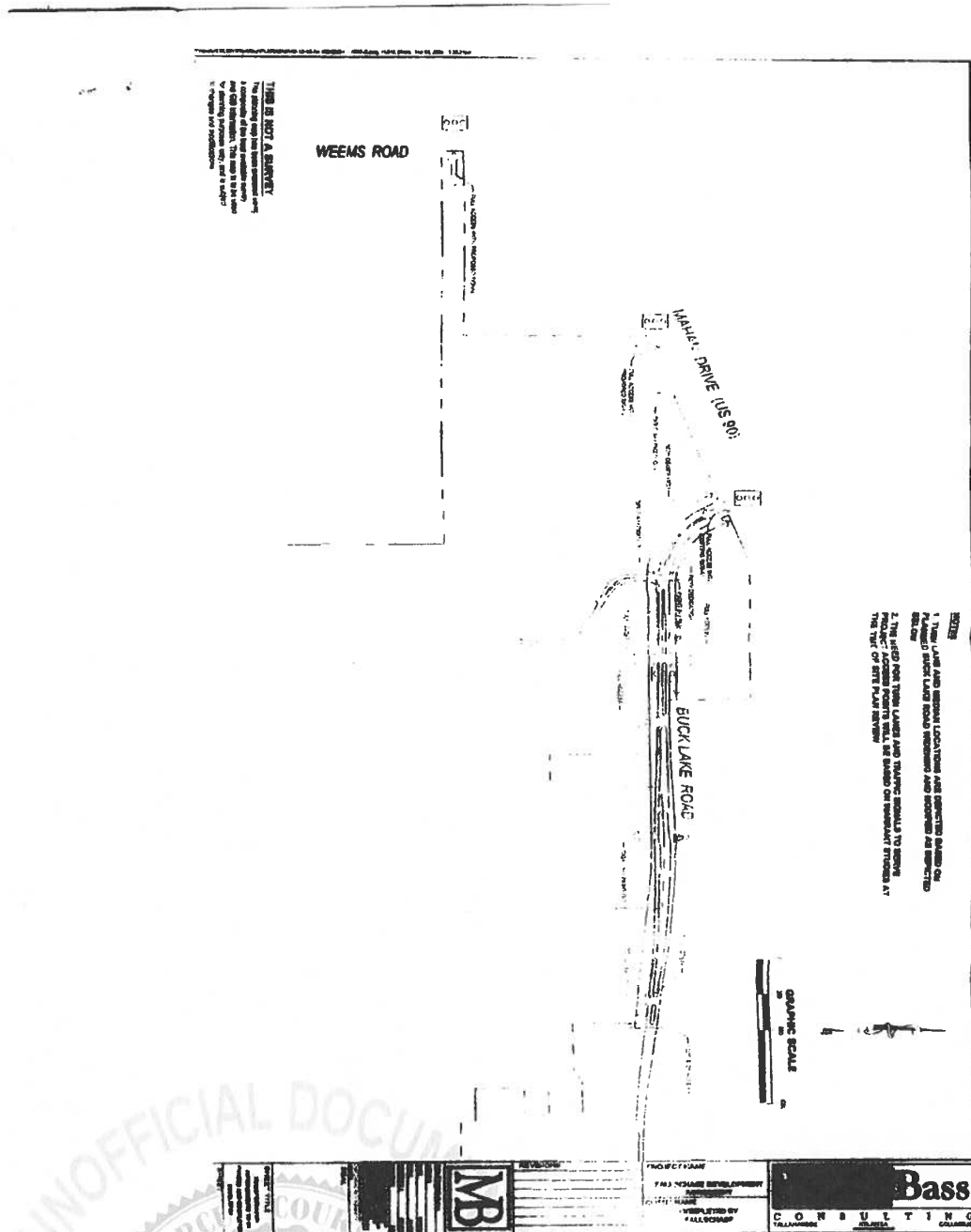


EXHIBIT "G"

ASSIGNMENT AND WAIVER OF RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That AIG-BAKER DEVELOPMENT, L.L.C. ("AIG-BAKER"), a Delaware limited liability company, for itself and for its successors and assigns, does hereby transfer and assign all vested development rights for the Fallschase DRI/PUD in excess of those approved by Leon County in the Development Agreement with AIG-BAKER to the portion of the Southern Property, as identified in said Development Agreement, that will be conveyed to Leon County following approval of the Phase I site plan for the Fallschase DRI/PUD.

AIG-BAKER hereby waives, releases, extinguishes and otherwise relinquishes any and all claims that it may have to vested development rights to develop Fallschase DRI/PUD at a density and/or intensity in excess of the development authorized in the Development Agreement approved by Leon County.

Signed and sealed this ____ day of _____, 2006.

WITNESSES:

AIG-Baker Development L.L.C., a
Delaware Limited Liability Company

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF LEON



OR BK 3420 PG 2185

THE FOREGOING INSTRUMENT was acknowledged by me on _____, 2005, by _____, who is personally known to me or who has produced _____ as identification.

Signature

Printed name of notary

NOTARY PUBLIC

Notary's Serial Number



OR BK 3420 PG 2186

BUCK LAKE--FALLSCHASE AGREEMENT

THIS AGREEMENT is entered into as of the 28th day of November, 2005, by and between AIG BAKER DEVELOPMENT, L.L.C., a Delaware Limited Liability Company and/or its successors and assigns, (hereafter "AIG") and The Buck Lake Alliance, a Florida corporation, (hereafter "BLA"). AIG and BLA mutually agree that the following terms and conditions shall be incorporated by reference into the Fallschase Development Agreement (hereafter "the Development Agreement") between Leon County and AIG. This Agreement shall be an exhibit to the Development Agreement, and the terms and conditions set out below shall have the same force and effect as if said terms and conditions were set out in the Development Agreement.

A. Commercial Development

1. The total retail commercial development on the site will be 750,000 square feet, and the total office development on the site will be 35,000 square feet. The mixed use development shall be drawn from these totals. AIG will adhere to the Letter of Intent from Ronald L. Carlson, Executive Vice-President -- Development, AIG Baker Shopping Center Properties, L.L.C., to the Buck Lake Alliance dated November 18, 2005, attached hereto as Exhibit "1," expressing AIG's commitment to a quality development. The Buck Lake Alliance acknowledges that this letter is a statement of intent, and is not enforceable by legal action. The Buck Lake Alliance may refer to the Letter of Intent in regard to the PUD Concept Plan or later site plans if it believes that AIG is departing from the intent expressed therein.
2. The area east of Mahan Drive, north of the new commercial entrance road, extending along Buck Lake Road just past the entrance from Buck Lake Road into Fallschase, as shown on Exhibit B.2 of the Fallschase Development Agreement, will be known as the "Village Center." The Village Center architecture will be equal to or better than the architecture of AIG's Patton Creek center. See photos attached as composite Exhibit "2." The Village Center stores shall include one national drug store not to exceed 16,000 square feet, located at the corner of Mahan Drive and the new commercial center access road, and one additional single owner/tenant store not to exceed 25,000 square feet. All other buildings for single owners/tenants shall not exceed 10,000 square feet. Any larger buildings shall be designed for multiple owners or multiple tenants. The theatre will conform to the style and materials of the Village Center, but certain design features and signage required to maintain the owner/tenant's corporate identity shall be determined by the owner/tenant.
3. The main commercial area located generally south of the new east-west access road, east of the Fallschase property boundary, and west of the new north-south entrance road, as shown on Exhibit B.2, may include larger stores, not to exceed a total of 500,000 square feet for all stores in this area. The larger stores will be designed to compliment the village center appearance.
4. The two ponds located on either side of Fallschase Boulevard at the south end of the commercial area will be wet detention stormwater treatment facilities for all commercial and office facilities and associated parking areas south of Buck Lake Road. These ponds will be

Exhibit "H"

JD
11/18/05
RC



designed consistent with the best practices of civil engineering design to minimize the unlikely event of a failure.

5. AIG agrees to extend the landscaping proposed to border Buck Lake Road along Mahan Drive adjacent to Fallschase as shown on Exhibit "B.3" of the Development Agreement.

6. AIG agrees to a 4 story height limit throughout the mixed use area, located east of the north-south entrance road and south of Buck Lake Road, as shown on Exhibit B.2 of the Development Agreement.

B. Residential Development

8. The total number of residential units shall be 1,514 (757 single family and 757 multi-family). AIG agrees to a 3 story height limit for residential structures adjacent to Buck Lake Road. All other residential structures will be limited to 5 stories and 70 feet maximum building height.

9. AIG agrees to a minimum 30 foot vegetated buffer along the entire eastern boundary of Fallschase, and along the northern boundary beginning at the northeastern corner of the Property and extending west to Davis Road.

10. AIG agrees that multi-family residential will not be located adjacent to the lakefront, or adjacent to the eastern boundary, or adjacent to the western boundary south of the commercial and mixed use development.

11. If AIG acquires additional property adjacent to Buck Lake Road, it will be limited to residential uses.

12. AIG will adhere to the lighting standards set out in Exhibit "D, VI, and VII" to the Development Agreement to avoid unnecessary spillover of light into the atmosphere (upward) or off the Fallschase property.

C. Lakefront Single-family Lots

13. All lakefront lots, except the lots on the two "fingers," will be platted as depicted on Exhibit B. 4 of the Development Agreement, so that each house will be located above the 51 foot contour. Houses will be elevated 3 feet above the 51 foot contour. The only disturbance below the 51 foot contour will be for swales within the lot to treat stormwater for each individual lot, and for the homeowner's landscaping and maintenance within the lot. Stormwater treatment shall meet or exceed the standards in Exhibit "D" of the Development Agreement.

14. The lakefront lots located on the two fingers, as shown on Exhibit B.4 of the Development Agreement may include a house location below the 51 foot contour. AIG may build retaining walls surrounding the fingers and place additional fill on the fingers as necessary. Otherwise, the only disturbance permitted below the 51 foot contour will be for stormwater treatment and for the homeowner's landscaping and maintenance within the lot. Stormwater

J.D. Taylor
R/C



treatment shall meet or exceed the standards in Exhibit D of the Fallschase Development Agreement.

D. Weems Neighborhood

15. The letter dated November 18, 2005, from Ronald L. Carlson, Executive Vice-President -- Development, AIG Baker Shopping Center Properties, L.L.C., to The Weems Communities, attached hereto as Exhibit "3" is incorporated herein by reference. The terms and conditions expressed in the letter shall have the same force and effect as all other terms of this Agreement.

E. PUD and Site Plan Review

16. AIG will submit the PUD concept plan and all subsequent site plans (including the commercial area photometric lighting plan) to the BLA Community Committee before it files the plans with County for approval. The Community Committee shall have seven (7) days to review and comment on the plan prior to AIG filing said plans with the County. The Committee's comments shall be advisory only.

17. When AIG closes on the Fallschase DRI property, AIG shall assign all vested development rights for the Fallschase DRI/PUD in excess of those approved in the Development Agreement to the portion of the Southern Property to be donated to Leon County. At the same time, AIG shall release, waive, extinguish and otherwise relinquish any and all claims that it may have to vested development rights to develop the Fallschase DRI/PUD at a density in excess of that approved in the Development Agreement. A copy of the assignment, release and waiver shall be recorded in the public records of Leon County, and a copy thereof shall be filed with the Department of Community Affairs and a copy provided to the BLA President.

AIG BAKER SHOPPING CENTER
PROPERTIES, LLC, a Delaware Limited
Liability Company

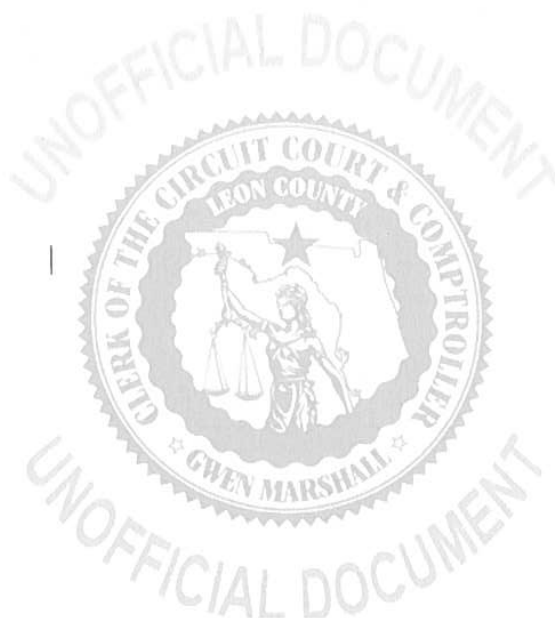
BUCK LAKE ALLIANCE, Inc.
a Florida Corporation

By: Ronald L. Carlson

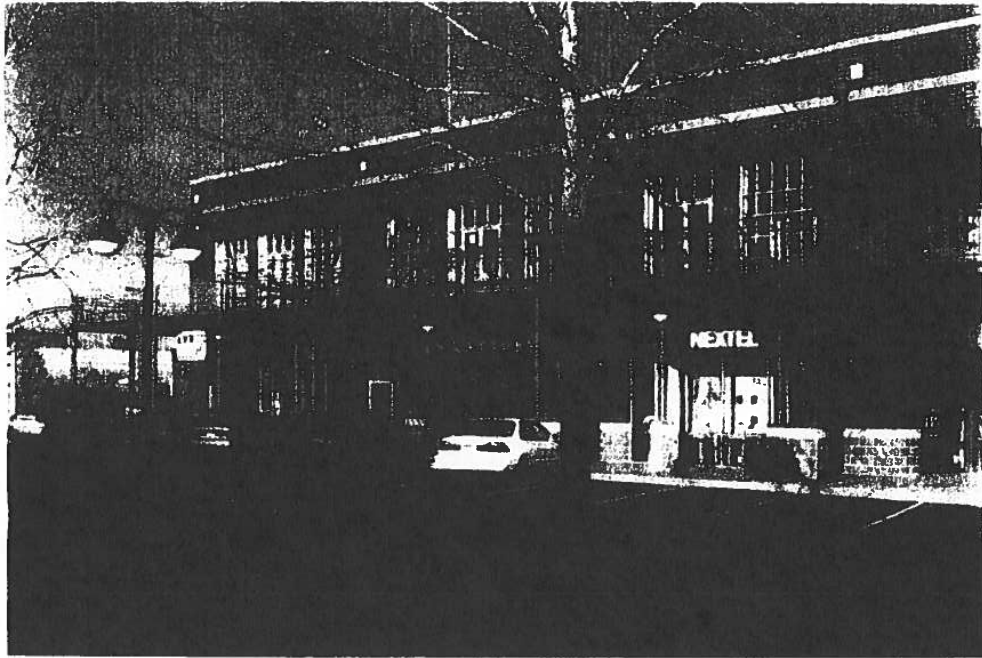
By: John D. Dew

Printed Name: RONALD L. CARLSON
Title: EXECUTIVE VICE PRESIDENT
Date: 11/28/05

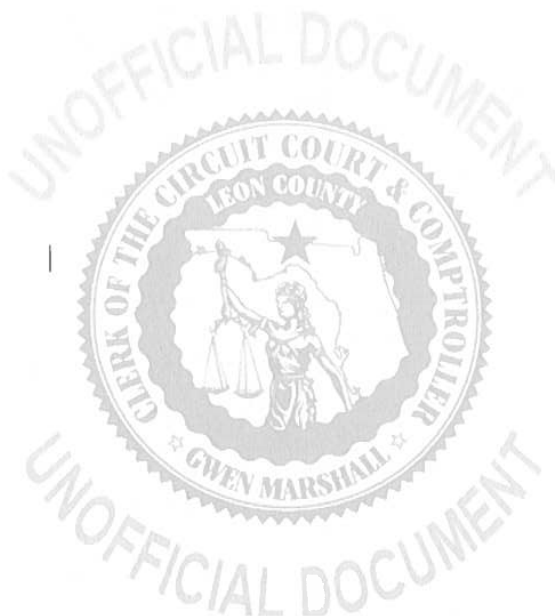
Printed Name: John D. Dew
Title: President, Buck Lake Alliance, Inc.
Date: November 28, 2005



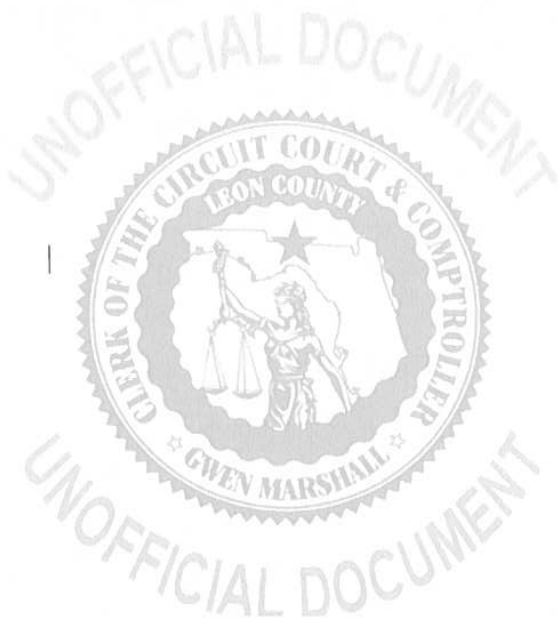
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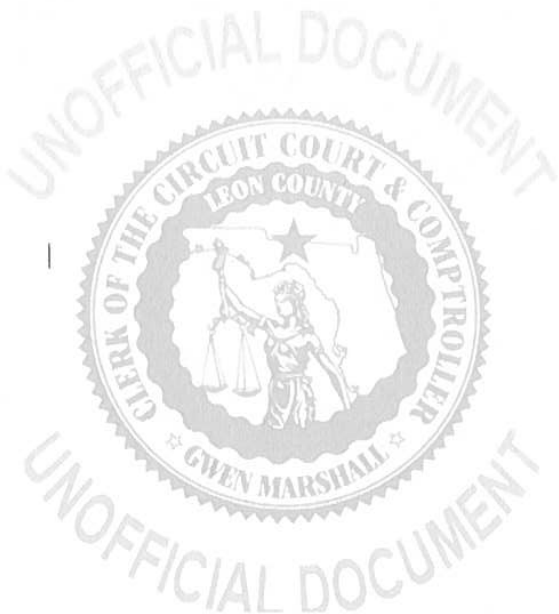
**Composite
Exhibit B**



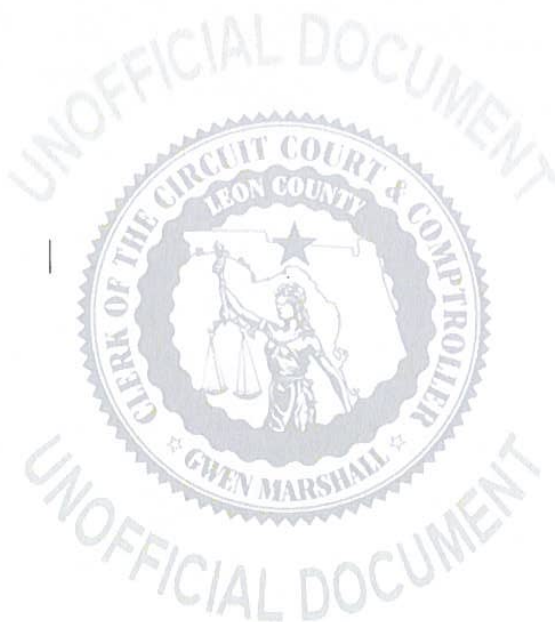
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OR BK 3420 PG 2191



OR BK 3420 PG 2192



OR BK 3420 PG 2193



November 22, 2005

Mr. Leroy Peck
Mr. Jim Wells
The Weems Communities

Re: Fallschase Development issues relating to the Weems Communities

Dear Leroy and Jim:

The following is a listing of the issues we discussed and their resolution.

1. Sewer – We have asked the City of Tallahassee to serve the Fallschase Development with all utilities, including sanitary sewer. While we have confidence the City will provide such utilities, until we have a written commitment we must keep the existing on-site sewer plant as an option to serve the commercial development of Fallschase. Upon receipt of said commitment and our closing of the purchase of the said property, we will issue a letter to you confirming that the sewer plant will be dismantled.

2. Storm Water Management – The ditch along the eastern boundary of Fallschase will be relocated into the 30' easement that presently exists along the Fallschase property line.

The design for the handling of stormwater off the commercial development of the Fallschase property will be subject to best civil engineering design practices and the overflow of stormwater runoff will be directed westerly, in the event of a storm system failure. This overflow will enter the Fallschase stormwater system which will direct stormwater away from the Weems Communities.

The stormwater ponds serving the commercial development of Fallschase will be wet ponds if soils conditions allow. These ponds will be designed under best practices of civil engineering design to minimize the unlikely event of a failure.

3. If the road referred to as Fallschase Boulevard Extension is built, we will restrict commercial truck traffic from using this road through signage. Landscaping and dumpster enclosures will be used to minimize noise from these types of operations.

Exhibit 3

AIG Baker Development, L.L.C.

AIG Baker Real Estate, L.L.C.

AIG Baker Management, L.P.

1701 Lee Branch Lane • Birmingham, Alabama 35242 • 205/969.1000 Fax 205/969.1051



4. a. Fallschase Boulevard Extension will contain a buffer strip of no less than 30 feet from the southern curb of the roadway. Plantings in the buffer will include two rows of 3' shrubbery that will grow to 6' at maturity. No less than 125 trees will be planted in the buffer strip.
- b. Retaining Walls. No retaining wall shall exceed 15' in height. If a wall is needed that is higher than 15', there will be a bench of 8' (horizontally) insert in the wall profile. Such walls will be constructed from textured material such as split-face block. Any benches will be landscaped with proper screening materials.
- c. Commercial buildings shall be set back from the northern boundary of the Weems Communities by at least 150 feet.

Fallschase Boulevard Extension – If built, the traffic impacts on Weems Road, the intersection of Weems Road and Easterwood and the intersection of Easterwood and Capitol Circle will be mitigated by the governmental entities involved or by a cost-sharing agreement between the governmental entities and the Fallschase Developer.

No attached housing will border any existing residential community contiguous to the Fallschase property.

We will provide technical data from our lighting engineers that will show that light generation shall be shielded to minimize lighting spillover.

All slopes bordering the Weems Communities will be designed by registered civil engineers utilizing best management practices.

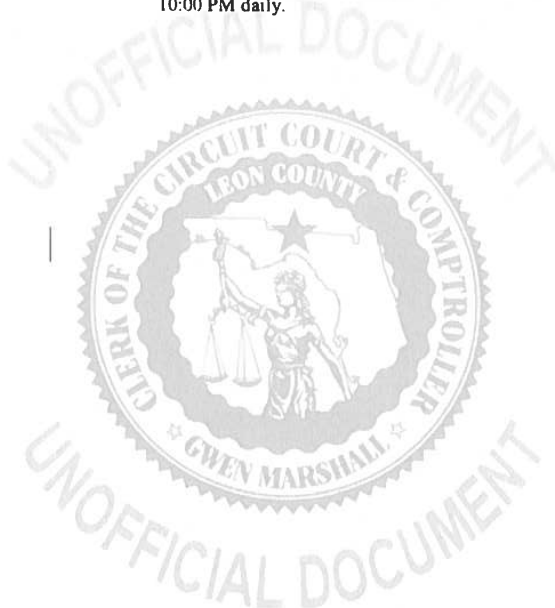
Most of the rear walls of the buildings will be screened by appropriate landscaping and the rear walls will be constructed with split-face block painted in two complementary colors.

We prefer to use evergreen trees in most of our landscaping design with complementing deciduous hardwood trees.

We will provide a six foot combination sidewalk and bike path for the length of the Fallschase Boulevard Extension and pedestrian crossings on the Fallschase Boulevard Extension will be striped and signage will be installed to alert motorists of the crossing.

At the appropriate time, we will appoint a project manager for the commercial development and will provide you with the contact information.

We will meet the county standards for siltation and runoff management during construction. Heavy equipment operation will be restricted to the hours of 6:00 AM to 10:00 PM daily.



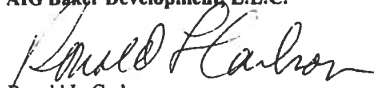
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AIG Baker Shopping Center Properties welcomes this opportunity to work with the Weems Communities and we look forward to being your neighbors. Please note that the terms offered herein are only between the Weems Communities and AIG Baker Shopping Center Properties and will become effective upon our closing of the purchase of the Fallschase property.

This document will be binding on AIG Baker Development, L.L.C., its successors and assigns, and the homeowner associations of the Weems Communities.

If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,
AIG Baker Development, L.L.C.



Ronald L. Carlson
Executive Vice President -
Development

cc: Robert Apgar, Esquire
Andrew Lewis

Acceptance:
The Weems Communities

By: _____

Date: _____



Fallschase Pattern Book

A guide for creating a traditional neighborhood in Tallahassee

Historical Concepts Final
October 4, 2018

Owner Revision
March 11, 2020



HISTORICAL CONCEPTS

ARCHITECTURE & PLANNING

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Introduction

Overview

This Pattern Book has been created as a visual tool for the design and construction of houses at Fallschase. This document consists of general design guidelines, permissible building typologies, and permissible architectural styles. The purpose of the Fallschase Pattern Book is to provide standards for the design and construction of buildings within the community that ensure continuity of architectural aesthetics and the quality that is expected. The diagrams, photographs, and renderings included in this document allow it to function as both a regulating document and as a communication tool, representing the character and feel of future development. This information illustrates the minimum acceptable design and construction criteria, while still allowing room for unique and creative design. The ARC (Architectural Review Committee) is solely responsible for allowing changes in design and materials as design trends and new products evolve for construction. The ARC shall take in consideration both building practices and design trends during the review process at its discretion for either approval or denial, while working to adhere to design plans and architectural standards contained within this pattern book.

A successful, healthy community is created by attention to detail at three levels of scale: the overall plan of the community, the quality of public space, and the quality and detailing of individual buildings. This document attempts to reinforce the envisioned plan for Fallschase by addressing the second and third scale: the shaping of the public realm and the articulation of the individual buildings. It is for this reason that this Pattern Book applies to all new homes at Fallschase and must be followed for all buildings that occupy a residential lot.

A major goal of these standards is to protect property values by ensuring that all construction occurs in a manner that respects the traditional architectural forms, building practices, and lot patterns of regional historic neighborhoods. These high standards also provide a level of predictability to residents and investors so they know what they can expect to see develop in Fallschase in future years. The building design and placement within each lot has a critical influence on the public realm and affects the values of the surrounding property directly. Fallschase seeks to encourage attractive development based upon aesthetic principles of the built environment that add to financial stability and generally improve public health, safety, and welfare.



Complimentary houses with consistent street presence make for a pleasing streetscape.



Open space has more value when it is fronted by houses and designed with amenities such as sidewalks and shade trees.

How to Use this Pattern Book

The guidelines of this Pattern Book are laid out in a sequential order, painting a clear picture of expectations for the neighborhood, lot, and building. Readers should start at the beginning of the document.

This **Introduction** section provides an overview of the community in order to orient the reader. Additionally, this section provides a Master Plan intended to direct the reader to the appropriate Typologies in the following sections.

The **Lot Types and Massing** section categorizes specific lot types, which have been distributed throughout the community. These Lot Types define parameters for the layout of the individual building on the lot. General massing and form of the buildings has been suggested.

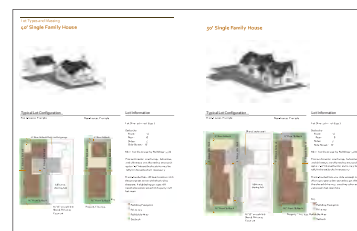
The **Architectural Patterns** section of this document identifies six architectural styles that are appropriate in Fallschase. These have been coded to certain areas for compatibility and to establish separated identities to the smaller neighborhoods.

The **Architectural Standards** section of this document guides the design details of the individual buildings, identifying appropriate materials and assembly methods to be considered in the design and construction process. All plans must be submitted and approved by ARC (architectural review committee) prior to applying for a building permit.



Introduction

Gain an understanding of the purpose of this Pattern Book and how to use it; overall master plan



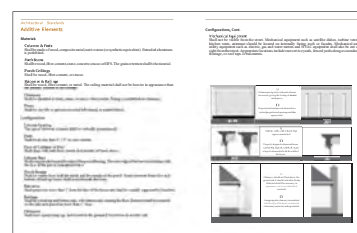
Lot Types and Massing

Identify your Lot Type and its corresponding regulations; ensure that it allows for the desired house size and layout



Architectural Patterns

Review the Architectural Styles and their recommended assignments to ensure the home will make a positive contribution to the neighborhood



Architectural Standards

Ensure that the House Plans meet the Architectural Standards for responsible design and construction

Master Plan





Lot Types and Massing

Overview

This section of the Fallschase Pattern Book focuses on specific regulations for each lot type. The lots and their houses must work in concert to frame and enhance public spaces which include the streets and open space of Fallschase. Proper application of this section of the Pattern Book will ensure that development in Fallschase maintains a constant and high level of design, consistent with the vision for the community.

Designers should utilize this section when determining building placement and massing to fulfill the collective vision. A discussion of house massing has been provided so that the designs clearly represent the styles that have been selected for Fallschase. Another aspect of the house that must adhere to these guidelines is where the garage is placed on the lot and how it connects with the house itself. Garage placement is discussed on page 9.



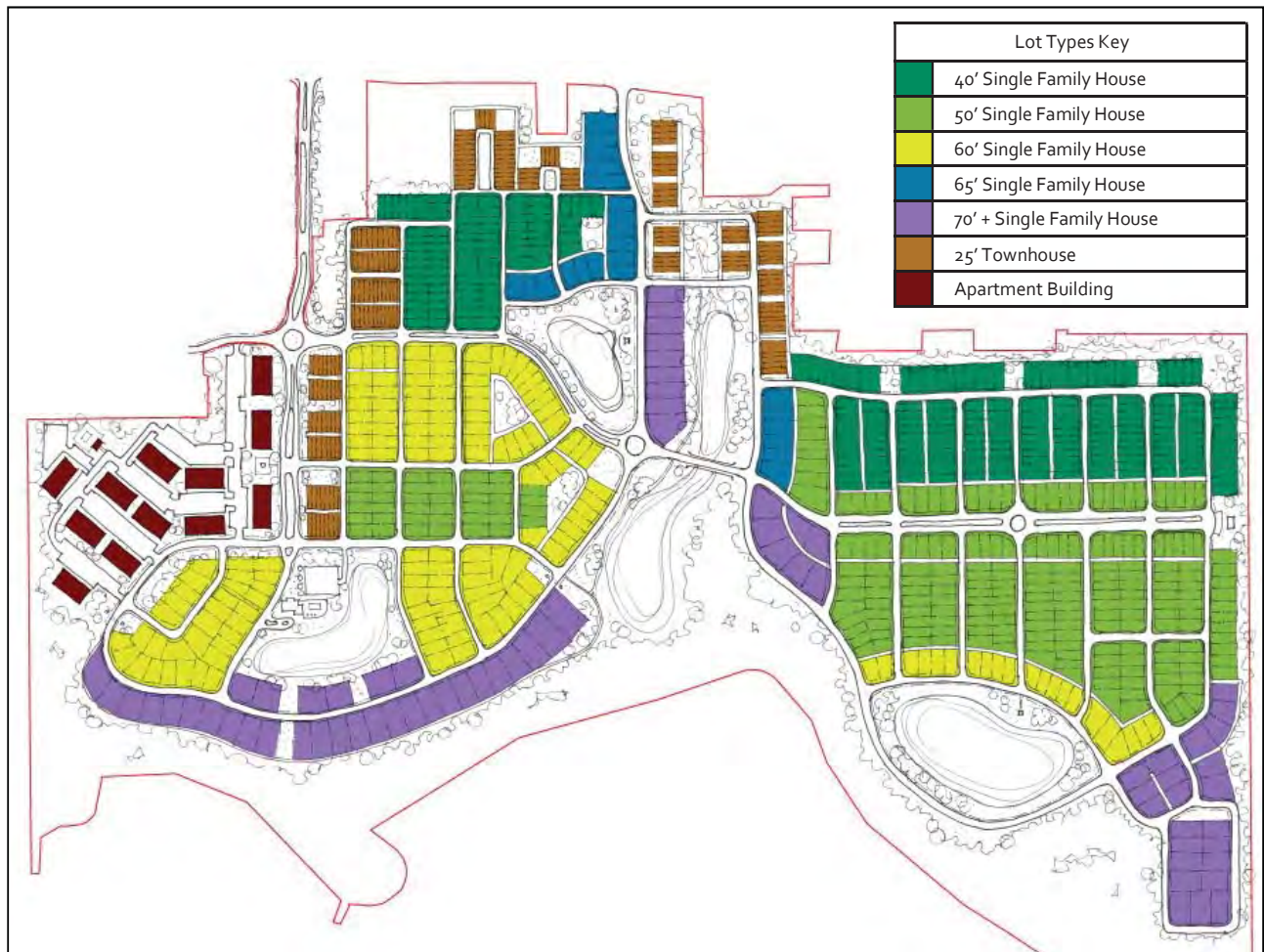
Lots are coded to have distinct front yard and side yard conditions.



Building massing should be composed of clear forms with secondary masses subordinate to the primary mass.

Lot Types Diagram

The six Lot Types have been laid out to frame streets and open spaces. Groupings of like-sized lots help create consistency in scale along streets. These groupings also serve to define neighborhood boundaries.

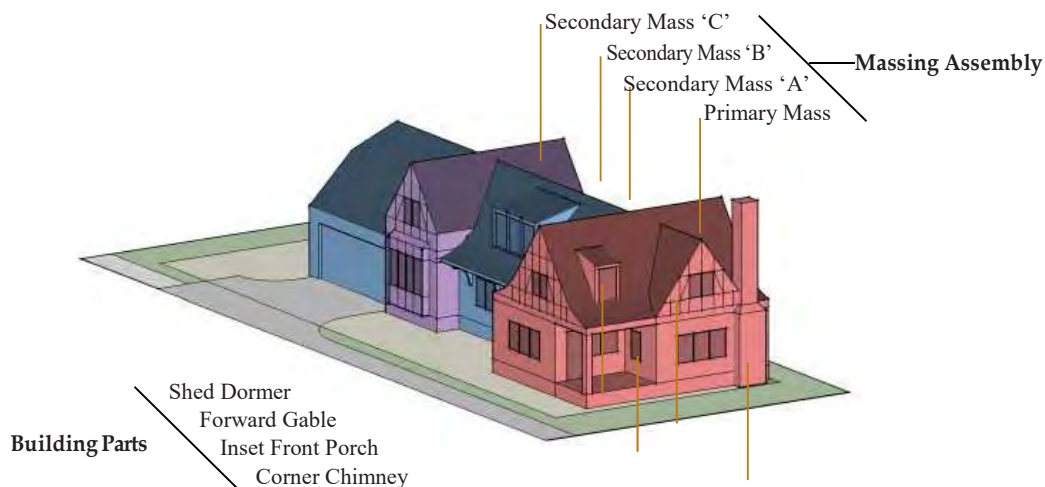


Lot Types and Massing

Massing

Houses are composed of many parts - the main body, wings, dormers, and porches. The assembly of these parts is referred to as the “massing.” How these parts are arranged matters because it is the underlying indicator of a house’s architectural style. Fallschase houses are inspired by traditional house styles, each with nuanced proportions and details, but all sharing the core idea that the massing is hierarchical and logical.

The primary mass of every house should be easily distinguishable and establish a hierarchy from primary to secondary massing, or original to ancillary massing. Designing a house in this manner allows for flexibility in laying out the interior program, often resulting in playful exterior forms. The result is a house that appears ordered and balanced. Sometimes this approach to the massing evokes the idea that it grew over generations, one small addition at a time.



This house is an example of logical massing. There is a clear hierarchy from the primary to secondary massing that reduces the scale of the overall building in an organized fashion.



This house design uses ancillary massing (and changes in siding material) to compliment the original massing (two-story main body) in a way that relays an implied story about the history and evolution of the house.

Garage Placement

Fallschase is envisioned as a neighborhood that puts people and their living environment first, and the car and the garage second. Therefore taming the impact of garages by pulling them back from the street and pushing the houses forward is an important goal. Where alleys are present, the garage is logically placed at the rear of the lot allowing the house to occupy the full street frontage. When garages must serve vehicles from the front of the lot (referred to as “front-loaded”), there are several options for locating the garage.

A: Locate the garage on the secondary street

B: Where garages must face the street, it must fall a minimum of 4' behind the primary façade.

Primary façade is the forward facing heated wall to any major street. All other forward facing projections such as porches or stoops are secondary facades.

C: Locate the garage in the rear of the lot with driveway running to one side of the lot

D: Garage opening shall not exceed 40% of total linear length of frontal façade.

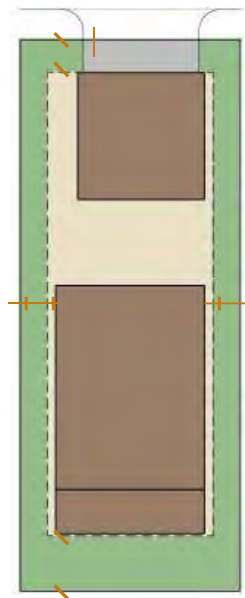
** See Doors & Windows of the Architectural Standards Section for more information on garage door parameters.*

Lot Types and Massing

40' Single Family House

Typical Lot Configuration

Rear-Loaded Example



Lot Information

Lot Size: 40'x 100' (typ.)

Setbacks:

Front:	As Per PUD
Rear:	-----
Sides:	-----
Side Street:	-----

Max. Lot Coverage by Buildings: 70%

Encroachments: Stairs, overhangs, balconies, and chimneys are allowed to encroach up to 2'-0" into setbacks. Single family homes must maintain a minimum of 6' between structures on neighboring lots.

Front-Loaded lots will best function with the garage set at rear of the lot facing the street.

Key

- Building Footprint
- Driveway
- Buildable Area
- Setback

50' Single Family House

Lot Information

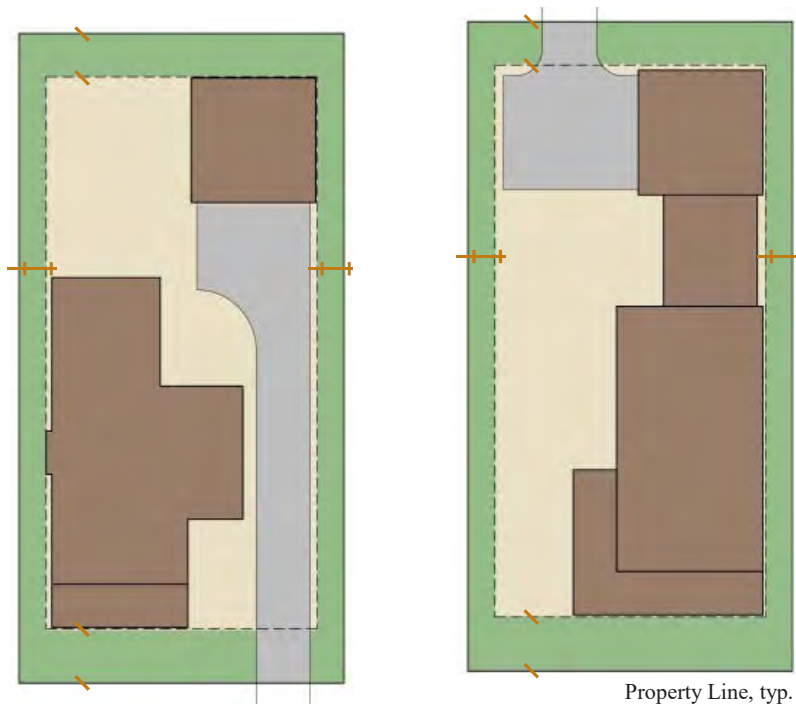
Lot Size: 50'x 120' (typ.)

Setbacks:

Front:	As per PUD
Rear:	-----
Sides:	-----
Side Street:	-----

Max. Lot Coverage by Buildings: 60%

Encroachments: Stairs, overhangs, balconies, and chimneys are allowed to encroach up to 2'-0" into setbacks. Single family homes shall maintain a minimum of 6' between structures on neighboring lots.



Lot Types and Massing

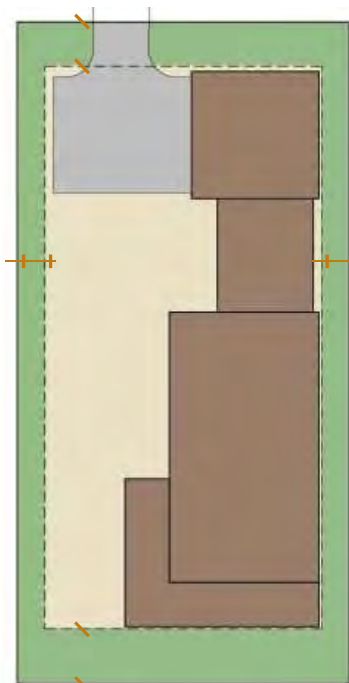
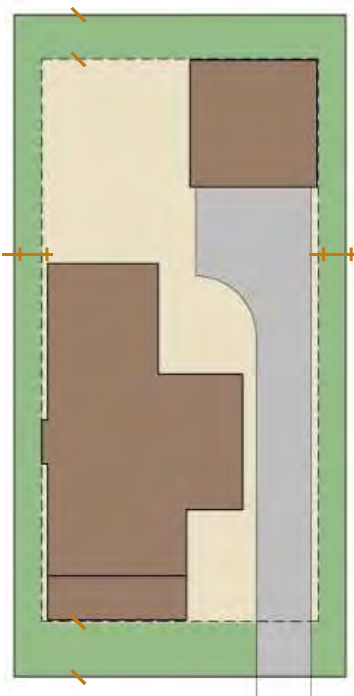
60' Single Family House



Typical Lot Configuration

Front-Loaded Example

Rear-Loaded Example



Property Line, typ.

Lot Information

Lot Size: 60'x 100' (typ.)

Setbacks:

Front: As per PUD
Rear: -----
Sides: -----
Side Street: -----

Max. Lot Coverage by Buildings: 60%

Encroachments: Stairs, overhangs, balconies, and chimneys are allowed to encroach up to 2'-0" into setbacks. Single family homes shall maintain a minimum of 6' between structures on neighboring lots.

Key

- Building Footprint
- Driveway
- Buildable Area
- Setback

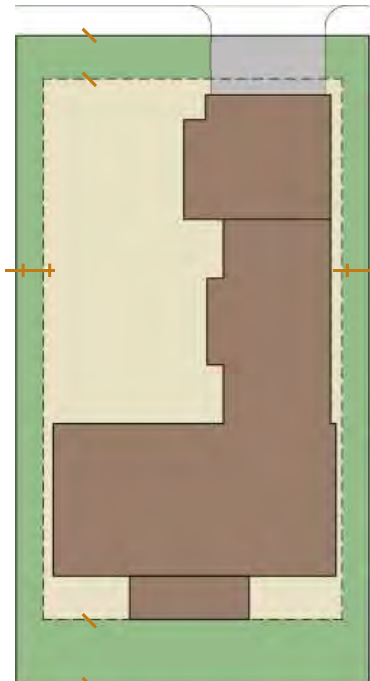
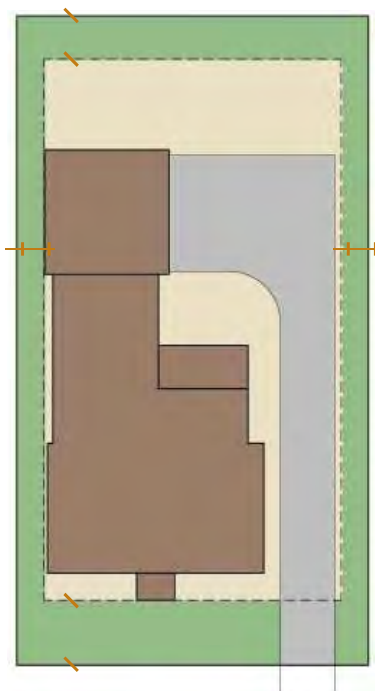
65' Single Family House



Typical Lot Configuration

Front-Loaded Example

Rear-Loaded Example



Property Line, typ.

Lot Information

Lot Size: 65'x 120' (typ.)

Setbacks:

Front:	As per PUD
Rear:	-----
Sides:	-----
Side Street:	-----

Max. Lot Coverage by Buildings: 60%

Encroachments: Stairs, overhangs, balconies, and chimneys are allowed to encroach up to 2'-0" into setbacks. Single family homes shall maintain a minimum of 6' between structures on neighboring lots.

Key

- Building Footprint
- Driveway
- Buildable Area
- Setback

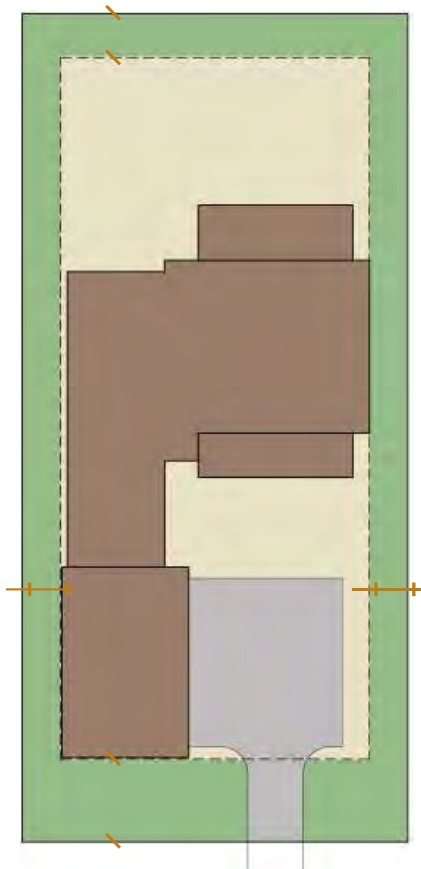
Lot Types and Massing

70' + Single Family House

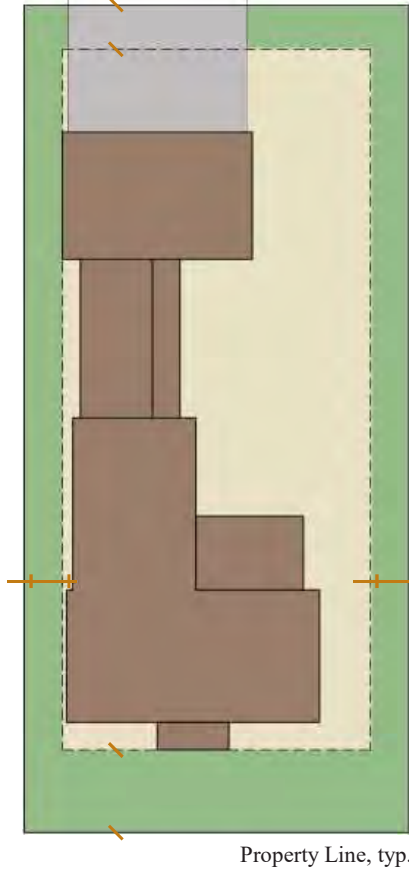


Typical Lot Configuration

Front-Loaded Example



Rear-Loaded Example



Lot Information

Lot Size: 70' + x 150' (typ.)

Setbacks:

Front: As per PUD
Rear: -----
Sides: -----
Side Street: -----

Max. Lot Coverage by Buildings: 60%

Encroachments: Stairs, overhangs, balconies, and chimneys are allowed to encroach up to 2'-0" into setbacks. Single family homes shall maintain a minimum of 6' between structures on neighboring lots.

Key

- Building Footprint
- Driveway
- Buildable Area
- Setback

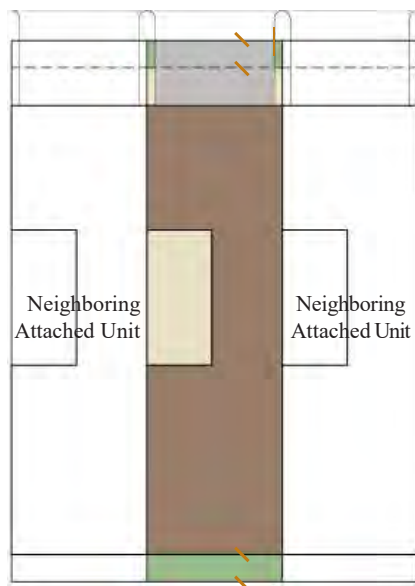
25' Townhouse



Typical Lot Configuration

Front-Loaded Example

Rear-Loaded Example



Setbacks:

Front:	As per PUD
Rear:	-----
Sides:	-----
Side Street:	-----

Max. Lot Coverage by Buildings: 95%

Encroachments: Stairs, overhangs, balconies, and chimneys are allowed to encroach up to 2'-0" into setbacks.

Key

- Building Footprint
- Driveway
- Buildable Area
- Setback

Lot Types and Massing

Townhouse Typologies

Townhouses offer a viable housing option that fits the size and cost range that lies between apartment and single family home living. Townhouses work well to transition between building scales, ie: fitting between apartments and single family homes. Being attached units also makes them good candidates for fronting streets that need a strong street wall, like park or boulevard conditions. Townhouses can come in various sizes and designs to fit the market needs. Below are some examples of how townhouses can be designed to fit the Fallschase 25' wide lot configuration.

Two-Story Townhouse

(as represented in the model below)

- 1400 SF +/-
- Building is set back from property line with full front porch, creating a small front yard space
- Garage is appended to the main mass, which is efficient from a construction standpoint but limits possibility for natural light on main floor, but can be detached.



Two and a half-Story Townhouse

(as represented in the model below)

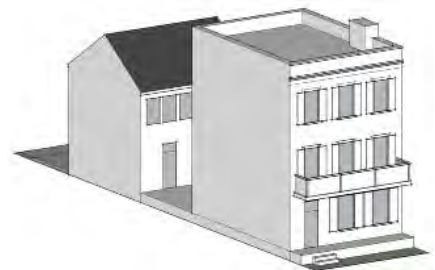
- 1800 SF +/-
- Building is set back from property line with an entry stoop
- Garage is pulled away from main mass, creating a courtyard space for private outdoor living and providing more natural light into the main level; a hall connector provides interior connection to the garage



Three-Story Townhouse

(as represented in the model below)

- 2400 SF +/-
- Building is set back from property line with a shallow terrace and balcony above
- Garage is pulled away from main mass, creating a courtyard space for private outdoor living and providing more natural light into the main level; a hall connector provides interior connection to the garage
- Living space over the garage that could connect to the second floor of main mass



Townhouse Blocks

Townhouses units, when assembled using proper site planning principles, can make successful and appealing places. The important element to include when planning townhouse blocks is community green space and places to gather, because these units often don't provide private yards. Front yards, while small, should have equal opportunity for creating individual identity as can be had in a single family house.



Townhouses arranged on a park

Walls and a gate provide an appealing visual screen of the alley from the linear park.

Large scale bay windows provide an appropriately scaled architectural element to the broad face of the townhouse.

Porches and stoops front onto the park, a common gathering spot for neighbors.

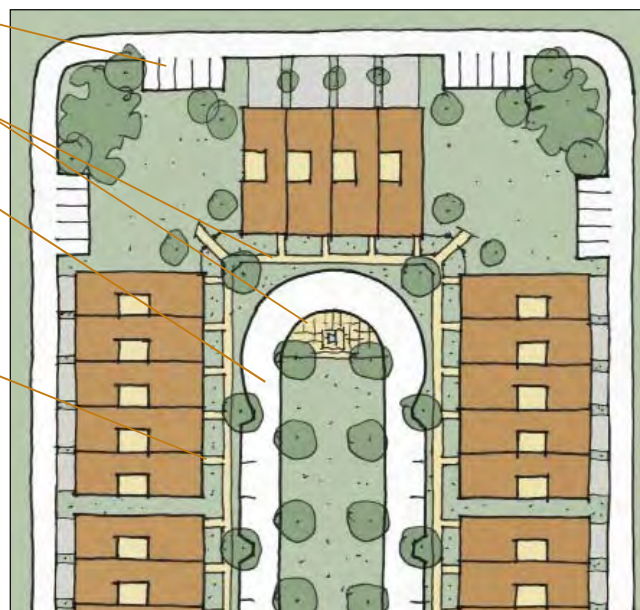
Parking off the alley provides easy access to the green space or can be useful for guest parking.

Sidewalks promote neighborliness through walkability and a small plaza encourages gatherings.

One-way streets are sufficient to serve townhouse courts like this. Wide turning radius allows for fire truck access. Parallel parking spaces between tree wells provide convenient guest parking.

Walks to front doors and small landscaped front yards give individual identity to units.

Interior courtyards provide private outdoor space. Ideally these are located with interior rooms oriented on the east, north and/or west sides so that sunlight can more effectively light the interior rooms.



Townhouses arranged on a court

Shared green space is important for townhouse blocks that offer little to no private yards. These can include unprogrammed green space, dog runs, community garden plots, or playgrounds. Visibility and easy access from all townhouses is necessary. Fences and gates dependant on the function within.

Townhouse rows of no more than five or six units before providing a break.

Landscape islands prove a space for small trees or hvac condenser units.

10' min. break between buildings to provide pedestrian connection to alley and light to units.

Alley for rear garage access.

Architectural Patterns

Overview

The Architectural Patterns of Fallschase take inspiration from the architectural heritage of the American Southeast. By drawing on this heritage, the houses of Fallschase will have an authentic identity and an appeal that reaches beyond the trends common in today's market. These houses will be timeless and the way they frame streets and parks will be notably familiar.

The goal of this section is to provide a spectrum of design possibilities, while ensuring that each home within a neighborhood will be compatible with its neighbor. Any house designer should use this section to facilitate conceptual design of a project.

Six house styles have been identified and are depicted below. The following pages provide further direction.

Additional Resources:

- *Get Your House Right: Architectural Elements to Use & Avoid* by Marianne Cusato, Ben Pentreath, Richard Sammons, & Leon Krier.
- *Traditional Construction Patterns: Design and Detail Rules-of-Thumb* by Stephen Mouzon and Susan Henderson.
- *A Field Guide to American Architecture* by Carole Rifkind.



Colonial Revival



Craftsman



Greek Revival



Georgian



English Manor



Mediterranean Revival

Architectural Styles by Neighborhood

The six Architectural Styles shall be applied to the different neighborhoods envisioned for Fallschase. Each neighborhood should have at least two styles selected for their compatibility to one another.

Colonial Revival
Craftsman
Greek Revival
Georgian
English Manor
Mediterranean Revival

Architectural Patterns

Colonial Revival

Key Attributes:

- Buildings range from 1 to 2 1/2 stories
- Roof is almost always gabled
- Roof pitches range from 5:12 to 9:12
- Footprint is usually a clean rectangle for the main mass, sometimes with smaller additive volumes attached
- Masonry chimneys, rear porches, and second-floor overhangs are common
- Dormers, when present are subtle in design
- Façade can be symmetrical or asymmetrical
- Openings are usually large, rectangular, and very consistent in size and spacing
- Usually lap siding, but sometimes brick, stone, or shingle siding on the first story with lap siding above
- Often white or a light color with dark louvered shutters
- Brick is often painted to match siding color
- Molding profiles are classical, but less pronounced than in the Georgian style



Craftsman

Key Attributes:

- Massing ranges from 1 to 2 stories
- Roofs can be hipped or gabled, but usually at least have a front-facing gabled element
- Roof pitches range from 3:12 to 9:12
- Footprint is usually an additive form
- Porches, shed and gabled dormers, and masonry chimneys are common
- Façade can be symmetrical or asymmetrical
- Openings range in size and proportion and are rectangular
- Usually lap siding, but can be brick or stucco occasionally, with wood trim
- Often has a colorful paint palette
- Shutters are not common, but if used, are usually simple panel or plank shutters
- Employs wood details like brackets, exposed rafter tails, and porch columns
- Details such as columns and brackets are heavy



Architectural Patterns

Greek Revival

Key Attributes:

- Buildings are 1 to 2 stories
- Roofs can be hipped or gabled
- Roof pitches range from 3:12 to 7:12
- Gabled dormers and masonry chimneys are common, symmetrically composed on the façade
- Generous porches are very common, and stoops with pediments are also used
- Façades are symmetrical
- Openings are large, rectangular, and consistent
- Lap siding, usually painted white or a light tone with matching trim
- Shutters can be louvered or panel and are often painted dark
- Roofs are typically metal or can be asphalt shingle
- Details are classical
- Cornices are usually composed of a tall, two-part frieze



Georgian

Key Attributes:

- Massing is 2 to 2 1/2 stories
- Roofs can be hipped or gabled
- Roof pitches range from 5:12 to 9:12
- Gabled dormers and masonry chimneys are common, symmetrically composed on the façade
- Façades are overtly symmetrical
- Openings are large and consistent, with even spacing
- Openings are typically rectangular, but arches can be used
- Brick or wood siding, with slate roofs
- Brick is usually red, and wood siding and trim is almost always painted white
- Shutters can be louvered or paneled and are painted dark
- Details are classical and often employ multiple mouldings; cornices often have dentils

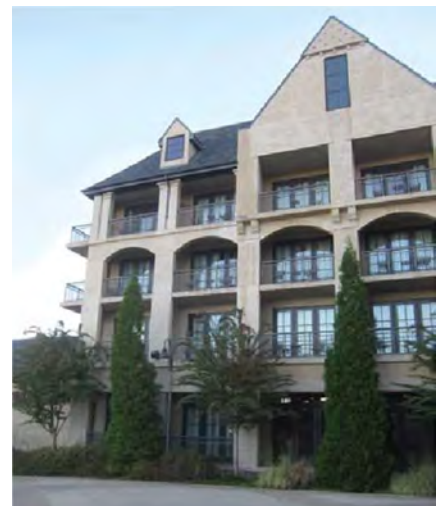


Architectural Patterns

English Manor

Key Attributes:

- Buildings range from 1 1/2 to 2 1/2 stories
- Typical roofs use gables of varying sizes
- Roof pitches range from 8:12 to 16:12
- Footprint is usually an additive form
- Dormers, bay windows, porches, and balconies are common
- Façades are asymmetrical
- Openings range in size and proportion
- Arched openings are often used to signify entrances where all windows are rectangular openings
- Timber framed walls with stucco between the timbers are common, but brick, stone, stucco (without visible timbers), and wood siding are also employed
- Colors range from natural browns and white stucco to richly colored painted wood siding and trim
- Detailing is often simple and vernacular - usually wood posts, columns, brackets, corbels, and eaves without classical detailing



Mediterranean Revival

Key Attributes:

- Buildings range from 1 to 3 stories and do not use half stories
- Roofs can be hipped or gabled, but typically with the broad side facing the street
- Roof pitches range from 4:12 to 9:12
- Footprint is usually a clean rectangle for the main mass, sometimes with smaller additive volumes attached
- Roof terraces and masonry chimneys are common
- Façade is typically symmetrical, but can be asymmetrical
- Openings can range in size, but are often consistent on a single façade
- Openings can be arched or rectangular
- Shutters can be louvered or paneled
- Stucco or stone walls with clay tile roofs
- Usually white walls with red roofs, but sometimes found with red, orange, yellow, tan, or brown walls
- Typically simple vernacular details



Architectural Standards

This section has been compiled to guide design and construction details so that the houses of Fallschase are true to the traditional designs that inspired them. Recommendations have been provided for materials and how to configure them on the house. Graphic “Don’t” and “Do” examples compare common poor practices of today against the desired outcomes for Fallschase.

Façade Arrangement

Configurations

Simple Massing

Houses that are the foundation of most architectural styles are a simple volume, or an orderly assembly of simple volumes.

Vertical Hierarchy

All façades should be designed with a distinct base, middle and top using arrangement of openings, material changes, and ornament or special features to define between each.

Horizontal Hierarchy

House façades over 60 feet in length must introduce a vertical bay or wall plane change in order to break down the appearance of the overall mass of the house.

Proportion

All door and window openings shall be square or vertical in proportion. In addition, porches, galleries and similar components shall have vertically proportioned designs.

Transparency





Glazed openings may not exceed 60% of the total house wall area, with each façade being calculated independently.

Blank Walls

Blank walls shall not exceed 30 linear feet before introducing a wall plane break, material change or opening.

Corner Houses

Houses which front corners are encouraged to do so with a strong presence (principal entrance, wrapping porch, or other element) rather than creating a negative space. Angled or round façades at corners are permitted.

 <p>DON'T</p>	<p>◀</p> <p>Contemporary residential facades appear to be random and do not represent historic patterns.</p> <p>Simple, organized massing is timeless.</p>	 <p>DO</p>
 <p>DON'T</p>	<p>◀</p> <p>Front garages, random material changes, and steps in façade and roof lines make townhouses unnecessarily complex.</p> <p>More consistent roofs, organized facades, and garages in rear make a pleasant façade arrangement.</p>	 <p>DO</p>

Architectural Standards

Wall Materials

Materials

House Walls

Shall be finished in native/regional stone (or equivalent synthetic), brick, stucco, split-faced block (for piers and chimneys), wood lap or synthetic siding, shingles, and board and batten.

House Foundations

Shall be finished in native/regional stone (or equivalent synthetic), brick, stucco, and split-faced block and may be wall or pier system. Infill between piers shall be recessed so that piers protrude from the infill material; and shall be constructed of the same material as piers or wood lattice or vertical wood pickets.

Walls & Stoops

Shall match or be compatible with the materials of the associated houses.

Fences & Walls

Shall be built entirely of wood, metal in a cast-iron style, native/regional stone (or equivalent synthetic), brick, or stucco. May have masonry or stucco piers and base. Colors shall match local precedent or standard.

Driveways

Shall be built of concrete, pavers, or equivalent.

Configurations

House Walls

Shall show no more than four materials on any exterior wall, not counting the foundation wall or piers. Heavier materials shall be located below lighter materials. Vertical transitions between materials shall only occur at inside corners.

Stone

Shall be laid with the stones in a horizontal orientation to resemble structural stone walls.

Stucco

Shall be cement or synthetic and may be integral color or painted. Finish shall be smooth or sand-finish; heavy lace is prohibited. EIFS shall not be installed within 3' of the ground.

Brick

Shall be properly detailed and installed in load-bearing configurations. Brick should course exactly to both the top and bottom of all wall openings. Textured brick is prohibited.

Siding

Shall be clapboard, lap siding, shingles, and board and batten and shall be painted. Vinyl siding is prohibited.

Frame Wall/Masonry Base Alignment

Face of stud of frame walls should align with face of masonry of foundation wall below. Horizontal ledges between wood frame wall and masonry base are discouraged.

Trim

Shall be indistinguishable from wood when painted and shall be sized appropriately to its location. Corner boards shall not exceed 6" wide.

Driveways

Shall be a minimum of 20' in depth from right of way to accommodate on lot parking.

Configurations, Cont.

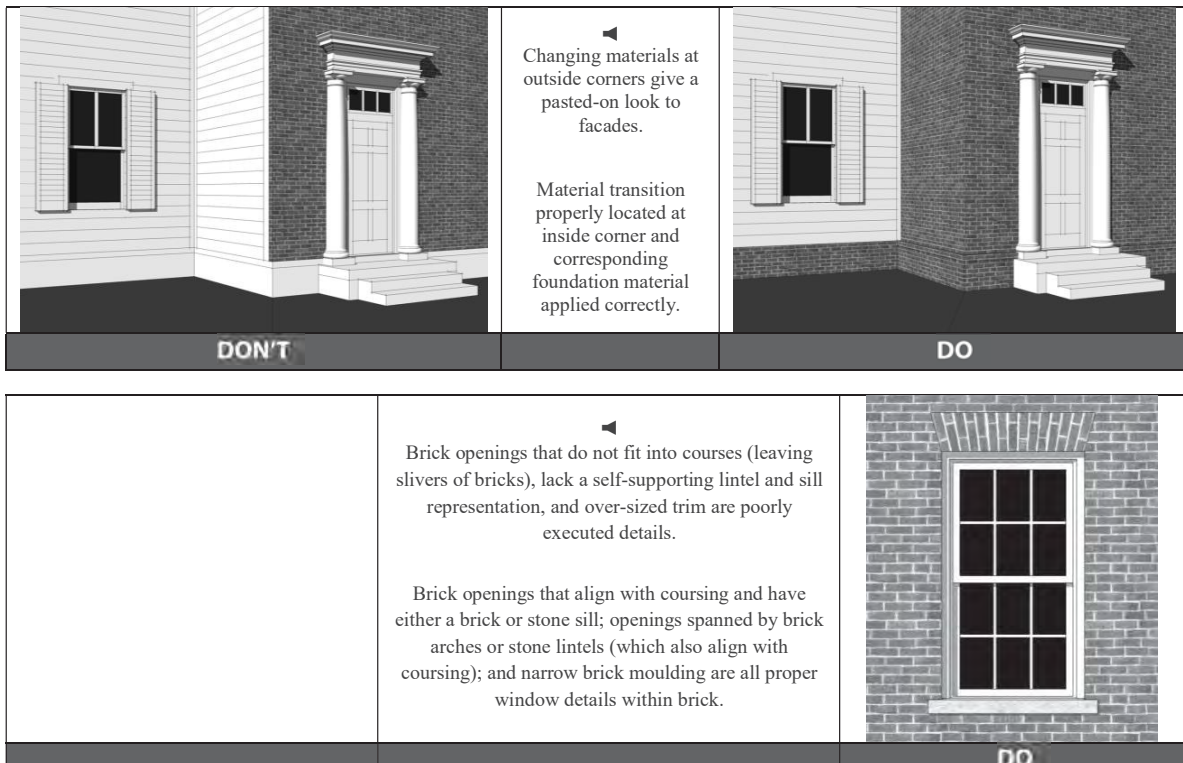
Masonry Arches & Piers

Piers shall be no less than 16" x 16" in plain view.

Masonry arches shall match architectural design of home.

Color

Shall be selected according to house style and regional precedent.



Architectural Standards

Doors & Windows

Materials

Doors

Shall be wood, fiberglass, or clad

Garage Doors

Shall be wood, clad, metal, or composite.

Windows

Shall be wood, vinyl, clad, and solid PVC, but all must be indiscernible from wood at arm's length. All windows shall have clear glass; mirrored glass is not permitted. Stained glass is permitted as accent only.

Bay Windows

Shall be trimmed with a single vertical jamb casing that extends from the window sash to the corner of the bay.

Shutters

Shall be wood, fiber-cement, aluminum, or solid PVC, and shall be indiscernible from wood.

Configurations

Doors

Shall be side-hinged except garage doors, which may be sectional. Sliders shall not be visible from streets, sidewalks, or public spaces. The style of the front door shall match the house style.

Garage Doors

Shall be a maximum of 16' in width if visible from streets, sidewalks, or public spaces. Alley-accessed garages may have 18' wide doors.

Windows

Shall be single-hung, double-hung, triple-hung, casement, or fixed. The style of the windows shall match the house style. Window openings and panes shall be vertically proportioned or square. If a window muntin pattern is used, all windows in public view shall be simulated divided lights. GBG (Grid between glass) is discouraged.

Bay Windows



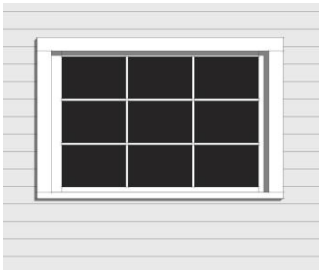

Shall extend to the ground or be supported by visible brackets.

Shutters

Shall be exactly one-half the width of, and the same height of, the associated opening. All shutters shall be louvered, paneled, or constructed of boards as appropriate to the style of the house. All shutters shall be operable or appear to be operable with appropriate hardware. Single side shutters are allowed on windows less than 20" in width but must match in design to all other shutters on home.

Casing

Shall never be narrower than 3 1/2" except on masonry walls. Mullion casing shall never be narrower than 3 1/2" regardless of location. Brick shall never be visible between a door or window and its casing. Head casing shall be equal to or wider than jamb casing.

	<p>Under-sized and ill-proportioned surrounds with improper window selections are not rooted in an architectural heritage.</p> <p>Substantial entry surrounds appropriate to the house style give the door presence.</p>	
<p>DON'T</p>		<p>DO</p>
	<p>Horizontally proportioned window openings and panes are not historic and appear awkward.</p> <p>Vertically proportioned window openings and square or vertical panes are universally the ideal proportion.</p>	
<p>DON'T</p>		<p>DO</p>

Architectural Standards

Roofs & Eaves

Materials

Metal Roofing

Should be flat between the primary ribs with no striations or pencil ribs.

Shingle Roofing

Shall be asphalt, slate, wood, wood shakes, or equivalent synthetic or better.

Flat Roofs

Shall be commercial quality roofing.

Ridge Caps

Shall be appropriate to the type of roofing. Bulbed ridge caps should be used with 5V metal roofing, and standing seam ridge caps should be low profile.

Eaves

May be wood, stucco, EIFS, synthetic equivalent Vinyl and sheet aluminum are discouraged and must be approved by ARC. The eave return cap shall be built of continuous, un-seamed metal flashing.

Parapets

Shall be consistent with the wall material, or may be an alternate material if the desired profile is not achievable in wall material.

Gutters/ Downspouts

Shall be copper, galvanized steel, or aluminum if exposed.

Dormers

Dormer jamb material should be a solid casing assembly from the window to the corner of the dormer wall. Brick shall only be used for a dormer face when it forms a parapet at the top of the dormer.

Configurations

Principal Roofs

Where sloped, shall be a symmetrical gable or hip. Flat roofs shall be surrounded by a horizontal parapet wall.

Ancillary Roofs

Slopes shall be between 1/4 and 1/2 the primary roof slope.

Gables

Shall not be overlapping except when the smaller gable is part of separate wall plane.

Bay Roofs

Shall be distinct from the primary roof, and return on themselves at each end.

Skylights

Shall be flat.

Eaves

Shall be as continuous as possible, both horizontally and vertically. Exposed rafter tails shall not exceed 6" in height. Eaves shall return around the corner and die into the wall without the common "pork chop" return. Brackets shall extend to the fascia or slightly beyond. A frieze board shall occur below the eave.

Configurations, Cont.

Parapets

Shall exist on flat or slightly pitched roof houses where a façade faces a street. Parapet walls shall be no less than 30” higher than the highest point of the roof deck. Parapet shall be discernible as the “top” of the house with horizontal definition between it and the wall material.

Gutters

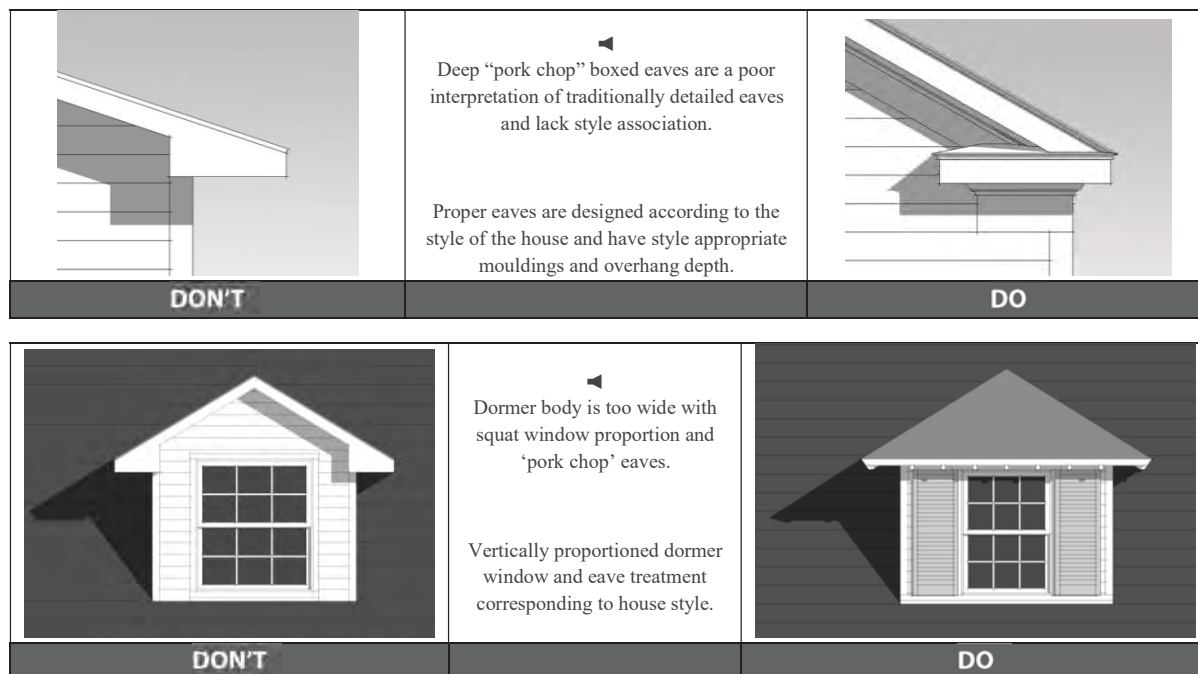
Shall match the general design of the home and be seamless with not less than 6” in width at top of profile.

Dormers

Shall have roof trim beginning at the window head and shall be composed of a head casing, soffit, and fascia at a minimum. Siding shall never be used above a window head except in the triangular space enclosed by the pediment of a gable front dormer. The body of a single-window dormer shall be vertically proportioned or square. The total width of the dormer roof should work in harmony to the overall design concept of the home.

Exterior Design

Street facing side (front) of single family homes at least 60% of the total linear length shall be approved masonry, siding, glazing or other approved exterior design elements.



Architectural Standards

Additive Elements

Materials

Columns & Posts

Shall be made of wood, composite metal, native stone (or synthetic equivalent). Extruded aluminum is prohibited.

Porch Beams

Shall be wood, fiber-cement, stone, concrete, stucco or EIFS. The grain or texture shall be horizontal.

Porch Ceilings

Shall be wood, fiber-cement, stucco, or synthetic equivalent.

Balconies & Railings

Shall be wood, fiber-cement, or metal. The railing material shall not be heavier in appearance than the primary element of the balcony.

Chimneys

Shall be sheathed in brick, stone, or stucco when visible. Siding is prohibited on chimneys.

Flues

Shall be clay tile or galvanized metal left natural, or painted black.

Configurations

Column Spacing

The spaces between columns shall be vertically proportioned.

Posts

Shall be no less than 6" x 6" in cross section.

Face of Column or Post

Should align with both faces (inside and outside) of beam above.

Column Base

Shall not protrude beyond the edge of the porch flooring. The outer edge of the base should not protrude beyond the face of the pier or foundation below.

Porch Beams

Shall be visible from both the inside and the outside of the porch. Seams between beam face and bottom of built-up beams shall occur beneath the beam.

Balconies

Should project no more than 3' from the face of the house and shall be visually supported by brackets.

Railings Primary Street Side

Should have both top and bottom rails, with bottom rails clearing the floor. Balusters shall be centered on the rails and spaced no more than 4" clear.

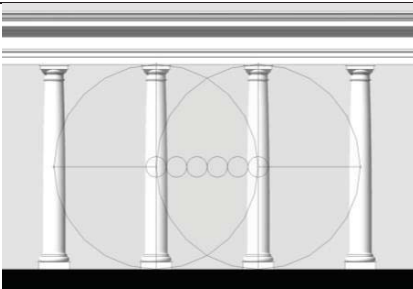
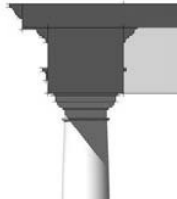



Chimneys

Shall have a projecting cap, and extend to the ground if located on an outside wall.

Configurations, Cont.

Mechanical Equipment

Shall not be visible from the primary street. Mechanical equipment such as satellite dishes, turbine vents, kitchen vents, and antennae should be located on internally facing roofs or façades. Mechanical and utility equipment such as electric, gas and water meters and HVAC equipment shall also be out of sight from the street. Appropriate locations include rear service yards, fenced yards along a secondary frontage, or roof tops or basements. Side yard placement is permissible but must be shielded from street view by landscape or other approved method.

	<p>Column spacing that are too wide and columns too narrow give the feeling of structural inadequacy.</p> <p>Properly sized and spaced columns have vertical proportioned openings and often appear stout.</p>	 <p>DO</p>
 <p>DO</p>	<p>Column that protrude beyond beam that do not align appear unmatched.</p> <p>Properly designed column and beam relationship aligns the width (diameter) at top of column shaft with the width of the beam.</p>	 <p>DO</p>
 <p>DON'T</p>	<p>Chimney should not float above the ground and it should articulate the top.</p> <p>Material should be masonry in appearance, not a less substantial material.</p> <p>An appropriate chimney is consistent with the style of the house, constructed of masonry material, and is grounded.</p>	 <p>DO</p>

Drawings contained herein are conceptual in nature and are not released for construction.

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490 BRADFIELDSQUARE
ATLANTA, GEORGIA 30316
678.325.6665
HISTORICALCONCEPTS.COM
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October 5, 2020

Mr. Ryan Culpepper
Development Services Director
Leon County Department of Development Support
& Environmental Management
435 North Macomb Street
Tallahassee, FL 32301

RE: Annexation of Parcel #: 11-26-20-007-000-0.

Dear Mr. Culpepper:

Attached is the ordinance introduction package for the annexation of one parcel situated off of Arcadian Boulevard, Parcel #: 11-26-20-007-000-0. You are being provided a copy of the voluntary annexation petition as required by Policy 2.1.4 of the Intergovernmental Coordination Element of the Comprehensive Plan.

The annexation ordinance is currently scheduled to go to the City Commission for introduction of ordinance on October 28, 2020 and on December 9, 2020 for the final public hearing. Any comments from the Board of County Commissioners must be received by the City Manager prior to the public hearing.

Please contact me at 891-8149 if you have any questions regarding this transmittal.

Sincerely,

Raoul Lavin (Oct 12, 2020 12:01 EDT)

Raoul Lavin
Assistant City Manager

Attachments

Cc: Cassandra K. Jackson, City Attorney
Louis Norvell, Assistant City Attorney
Reese Goad, City Manager
Wayne Tedder, Assistant City Manager

CITY HALL
300 South Adams Street
Tallahassee, FL 32301-1731
850-891-0000
TDD: 711 • Talgov.com

JOHN E. DAILEY
Mayor

REESE GOAD
City Manager

DIANNE WILLIAMS-COX
Mayor Pro Tem

CASSANDRA K. JACKSON
City Attorney

ELAINE W. BRYANT
Commissioner

JAMES O. COOKE, IV
City Treasurer-Clerk

CURTIS RICHARDSON
Commissioner

DENNIS R. SUTTON
City Auditor

JEREMY MATLOW
Commissioner

CITY OF TALLAHASSEE

PETITION FOR VOLUNTARY ANNEXATION

The following information must be submitted to the Office of Resource Management for consideration to be annexed. You can deliver it in person, send in via U.S. mail or email it to:

Office of Resource Management

City of Tallahassee, City Hall – 4th Floor

Attn: Matt Matherne – 850.891.8458 or matthew.matherne@talgov.com

300 South Adams Street

Tallahassee, Florida 32301

- Voluntary Petition – must include signature(s), date and address(es) of each applicant if there are multiple owners.
- Map indicating the area (shade or cross-hatch) to be annexed.
- Tax Parcel Identification (PID) number for the parcel as recorded with the Leon County Property Appraiser's Office
- A non-PDF version of the recorded legal document text (legal description in metes and bounds) of the property to be annexed.
- The City of Tallahassee does not charge a fee for annexation; however, Leon County does charge \$600 per parcel or in some cases per submittal for annexation.
- If needed, the Office of Resource Management can schedule a pre-application conference with the relevant City and County staff to discuss the project and to provide the applicant with a Leon County contact person for payment of the fee and for contact regarding the County's review.

For more information on the requirements to be submitted or any further information about the process please call or email Matt Matherne @ 850.891.8458 or matthew.matherne@talgov.com.

To: The City Commission of the City of Tallahassee
From: BMDL INC.
P.O. BOX 15887
Tallahassee, FL 32317
Date: 9/29/2020
Re: Parcel ID or Parcel ID's:
11-26-20-007-000-0

The undersigned owner(s) of the referenced property, Sections 26+27 TIN, RIE,
OR 5391/797 Fairchase parkway

legally described on the attached Exhibit A, and shown on the sketch attached as Exhibit B, hereby request(s) the annexation of said property by the City of Tallahassee in accordance with Chapter 171, Florida Statutes which authorizes the petitioning for voluntary annexation. Exhibits A and B are hereby incorporated by reference and made a part hereof.

The undersigned certify that he/she/they is/are the owners of the property described in the attached exhibits, and that all owners of the property have signed this petition. This petition and request shall be binding upon the owner(s), all successor owner of the subject property including the heirs, assigns, and devisees of the undersigned; and shall run with the land to any purchasers of the subject property.

PETITIONER(S):

Signature: [Signature]

Print Name: R. Richard Yates Jr.

Address: P.O. Box 15887
Tallahassee, FL 32317

Phone: 850-933-6312

Email

address: rrsyates@gmail.com

Date: 9/29/2020

State of: Florida

County of: Leon

Before me, this 29th day of September, 2020.

personally, appeared R. Richard Yates Jr. who executed the foregoing
Petition for Voluntary Annexation, and acknowledged before me that same was executed for
the purposes therein expressed.

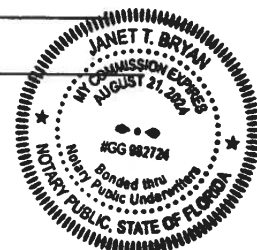
Personally known: ✓; or

Produced identification: _____.

Type of identification produced: _____.

Signature of Notary Public: [Signature]

Printed name of Notary Public: Janet Taylor-Bryan





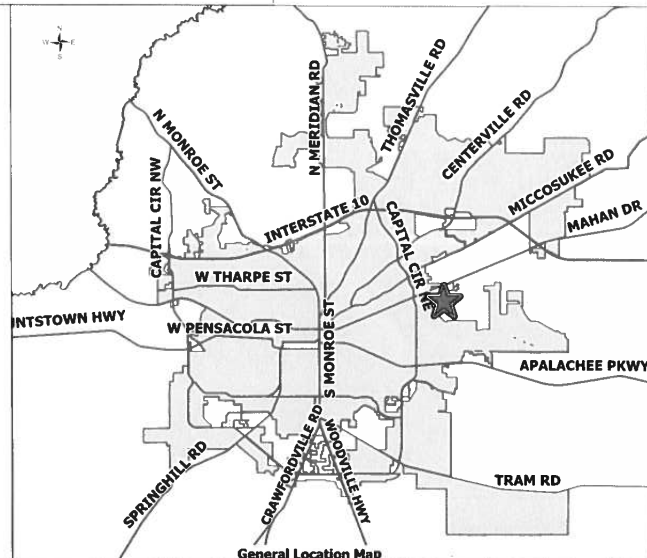
Ordinance No. 20-O-44
Fallschase Parkway
PROPOSED ANNEXATION

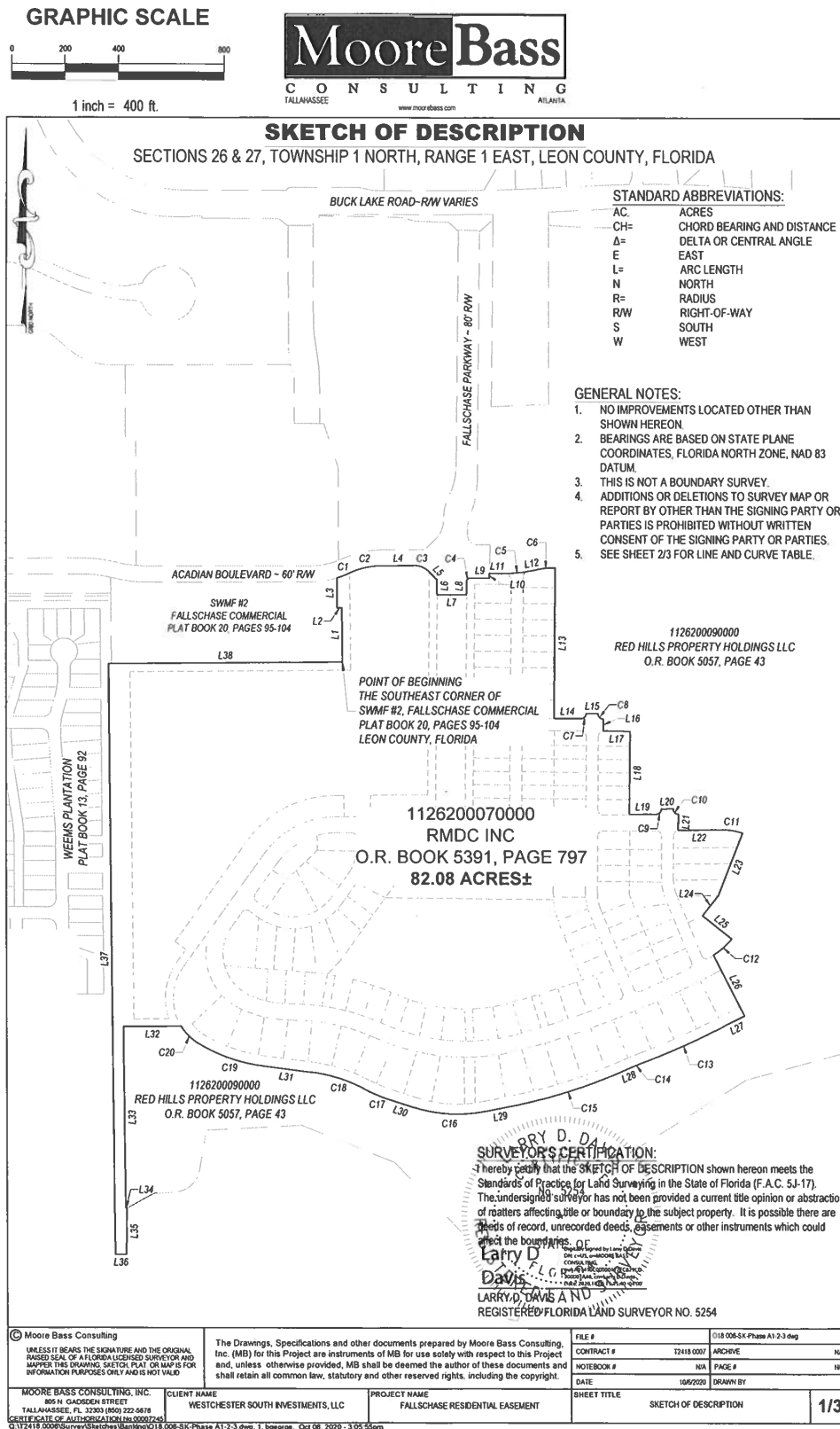
Parcel IDs:
1126200070000

LEGEND

-  **CURRENT CITY LIMITS**
-  **PROPOSED CITY LIMITS**

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT







SKETCH OF DESCRIPTION

SECTIONS 26 & 27, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 00° 29' 59" W	202.30'
L2	N 90° 00' 00" W	17.82'
L3	N 00° 00' 00" E	112.62'
L4	N 89° 35' 56" E	120.84'
L5	S 44° 55' 00" E	40.92'
L6	S 00° 16' 24" E	56.82'
L7	N 89° 43' 36" E	112.00'
L8	N 00° 16' 24" W	47.44'
L9	N 89° 49' 25" E	71.70'
L10	N 00° 33' 52" E	17.06'
L11	S 89° 26' 08" E	57.56'
L12	N 78° 25' 18" E	26.09'
L13	S 00° 33' 52" W	563.30'
L14	S 89° 26' 08" E	100.00'
L15	S 89° 26' 08" E	45.00'
L16	S 00° 33' 52" W	45.00'
L17	S 89° 26' 08" E	100.00'
L18	S 00° 33' 52" W	311.72'
L19	N 89° 30' 34" E	100.39'
L20	N 88° 34' 20" E	45.03'
L21	S 01° 16' 03" W	60.03'
L22	N 89° 30' 34" E	159.47'
L23	S 21° 31' 06" W	249.89'
L24	S 38° 26' 16" W	97.27'
L25	S 51° 33' 44" E	139.96'
L26	S 26° 58' 13" E	254.96'
L27	S 63° 01' 47" W	92.23'
L28	S 66° 22' 44" W	27.40'
L29	S 78° 38' 30" W	101.96'
L30	N 72° 26' 45" W	92.36'
L31	N 82° 44' 20" W	188.03'
L32	S 89° 32' 25" W	218.05'
L33	S 00° 29' 59" E	678.46'
L34	N 89° 30' 01" E	4.87'
L35	S 00° 39' 22" W	173.12'
L36	S 89° 30' 01" W	41.38'
L37	N 00° 29' 59" W	2209.56'
L38	N 89° 30' 01" E	880.09'

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	Δ DELTA	CHORD BEARING	CHORD DISTANCE
C1	330.00	46.84	8° 07' 57"	N68° 38' 35"E	46.80
C2	295.84	129.20	25° 01' 20"	N77° 05' 16"E	128.17
C3	80.00	63.51	45° 29' 03"	S67° 39' 32"E	61.85
C4	15.00	23.59	90° 05' 49"	N44° 46' 31"E	21.23
C5	445.00	94.31	12° 08' 34"	N84° 29' 35"E	94.13
C6	355.00	70.76	11° 25' 15"	N84° 07' 56"E	70.65
C7	20.00	31.42	90° 00' 00"	N45° 33' 52"E	28.28
C8	20.00	31.42	90° 00' 00"	S44° 26' 08"E	28.28
C9	20.00	31.05	88° 56' 42"	N45° 02' 13"E	28.02
C10	20.00	31.78	91° 03' 18"	S44° 57' 47"E	28.54
C11	270.00	85.18	18° 04' 30"	S81° 27' 11"E	84.82
C12	270.00	91.29	19° 22' 21"	S49° 05' 30"W	90.86
C13	3037.50	329.11	6° 12' 29"	S66° 08' 02"W	328.95
C14	1162.50	58.00	2° 51' 32"	S67° 48' 30"W	58.00
C15	2037.50	436.07	12° 15' 46"	S72° 30' 37"W	435.24
C16	537.55	271.57	28° 56' 44"	N87° 01' 59"W	268.69
C17	614.00	108.00	10° 04' 42"	N67° 24' 24"W	107.86
C18	586.00	208.35	20° 22' 17"	N72° 33' 12"W	207.26
C19	609.50	250.49	23° 32' 49"	N70° 57' 56"W	248.73
C20	200.00	95.61	27° 23' 20"	N45° 29' 51"W	94.70

STANDARD ABBREVIATIONS:
AC. ACRES
CH= CHORD BEARING AND DISTANCE
Δ= DELTA OR CENTRAL ANGLE
E EAST
L= ARC LENGTH
N NORTH
R= RADIUS
R/W RIGHT-OF-WAY
S SOUTH
W WEST

Moore Bass Consulting <small>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID</small>		The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.		FILE # C18 006-SK-Phase A1-2-3.dwg	
MOORE BASS CONSULTING, INC. 805 N. GAOSEN STREET TALLAHASSEE, FL 32303-0609 222-6678 <small>CERTIFICATE OF AUTHORIZATION No. 00002745</small>		CLIENT NAME WESTCHESTER SOUTH INVESTMENTS, LLC		PROJECT NAME FALLSCHASE RESIDENTIAL EASEMENT	
<small>C:\12418 006\Survey\Sketches\Banning\018 006-SK-Phase A1-2-3.dwg, 2. lgeorge, Oct 06, 2020 - 3:05:56pm</small>		CONTRACT # 12418 0067		ARCHIVE N/A	
		NOTEBOOK # N/A		PAGE # N/A	
		DATE 10/06/2020		DRAWN BY N/A	
		SHEET TITLE SKETCH OF DESCRIPTION		2/3	



SKETCH OF DESCRIPTION

SECTIONS 26 & 27, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

LEGAL DESCRIPTION:

A portion of the land lying in Sections 26 and 27, Township 1 North, Range 1, East, Leon County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of SWMF #2 of Fallschase Commercial, a subdivision as per map or plat as recorded in Plat Book 20, pages 95-104 of the public records of Leon County, Florida; thence along the Easterly boundary of said SWMF #2 the following three (3) courses: thence N 00° 29' 59" W, 202.30 feet; thence N 90° 00' 00" W, 17.82 feet; thence N 00° 00' 00" E, 112.62 feet to the Southerly Right-of-Way boundary of Acadian Boulevard (60 foot Right-of-Way) and a curve concave Southeasterly, having a radius of 330.00 feet; thence Northeasterly along said Southerly Right-of-Way boundary and along said curve through a central angle of 08° 07' 57" for an arc length of 46.84 feet (Chord: N 68° 38' 35" E, 46.80 feet) to a reverse curve, having a radius of 295.84 feet; thence Northeasterly along said Southerly Right-of-Way boundary and said curve through a central angle of 25° 01' 20" for an arc length of 129.20 feet (Chord: N 77° 05' 16" E, 128.17 feet); thence continue along said Southerly Right-of-Way boundary of Acadian Boulevard the following three (3) courses: N 89° 35' 56" E, 120.84 feet to a curve to the right, having a radius of 80.00 feet; thence Southeasterly along said curved Right-of-Way through a central angle of 45° 29' 03" for an arc length of 63.51 feet (Chord: S 67° 39' 32" E, 61.85 feet); thence S 44° 55' 00" E, 40.92 feet to the Westerly Right-of-Way boundary of Fallschase Parkway (80 foot Right-of-Way); thence S 00° 16' 24" E along said Westerly Right-of-Way boundary, 56.82 feet; thence leaving said Westerly Right-of-Way boundary, N 89° 43' 36" E, 112.00 feet to the Easterly Right-of-Way boundary of said Fallschase Parkway; thence N 00° 16' 24" W, 47.44 feet to a curve to the right, having a radius of 15.00 feet; thence Northeasterly along said Easterly Right-of-Way boundary and said curve through a central angle of 90° 05' 49" for an arc length of 23.59 feet (Chord: N 44° 46' 31" E, 21.23 feet) to said Southerly Right-of-Way boundary of Acadian Boulevard; thence N 89° 49' 25" E along said Southerly Right-of-Way boundary, 71.70 feet to the Southeastern most corner of said Fallschase Commercial as recorded in Plat Book 20, pages 95-104; thence N 00° 33' 52" E along the Easterly boundary of said Fallschase Commercial, 17.06 feet; thence leaving said Easterly boundary, S 89° 26' 08" E, 57.56 feet; to a curve to the left, having a radius of 445.00 feet; thence Northeasterly along said curve through a central angle of 12° 08' 34" for an arc length of 94.31 feet (Chord: N 84° 29' 35" E, 94.13 feet); thence N 78° 25' 18" E, 26.09 feet; to a curve to the right, having a radius of 355.00 feet; thence Northeasterly along said curve through a central angle of 11° 25' 15" for an arc length of 70.76 feet (Chord: N 84° 07' 56" E, 70.65 feet); thence S 00° 33' 52" W, 563.30 feet; thence S 89° 26' 08" E, 100.00 feet; to a curve to the left, having a radius of 20.00 feet; thence Northeasterly along said curve through a central angle of 90° 00' 00" for an arc length of 31.42 feet (Chord: N 45° 33' 52" E, 28.28 feet); thence S 89° 26' 08" E, 45.00 feet; to a curve concave Northeasterly, having a radius of 20.00 feet; thence Southeasterly along said curve through a central angle of 90° 00' 00" for an arc length of 31.42 feet (Chord: S 44° 26' 08" E, 28.28 feet); thence S 00° 33' 52" W, 45.00 feet; thence S 89° 26' 08" E, 100.00 feet; thence S 00° 33' 52" W, 311.72 feet; thence N 89° 30' 34" E, 100.39 feet; to a curve to the left, having a radius of 20.00 feet; thence Northeasterly along said curve through a central angle of 88° 56' 42" for an arc length of 31.05 feet (Chord: N 45° 02' 13" E, 28.02 feet); thence N 88° 34' 20" E, 45.03 feet; to a curve concave Northeasterly, having a radius of 20.00 feet; thence Southeasterly along said curve through a central angle of 91° 03' 18" for an arc length of 31.78 feet (Chord: S 44° 57' 47" E, 28.54 feet); thence S 01° 16' 03" W, 60.03 feet; thence N 89° 30' 34" E, 159.47 feet; to a curve to the right, having a radius of 270.00 feet; thence Southeasterly along said curve through a central angle of 18° 04' 30" for an arc length of 85.18 feet (Chord: S 81° 27' 11" E, 84.82 feet); thence S 21° 31' 06" W, 249.89 feet; thence S 38° 28' 16" W, 97.27 feet; thence S 51° 33' 44" E, 139.96 feet; to a curve concave Northwestly, having a radius of 270.00 feet; thence Southwestly along said curve through a central angle of 19° 22' 21" for an arc length of 91.29 feet (Chord: S 49° 05' 30" W, 80.86 feet); thence S 26° 58' 13" E, 254.96 feet; thence S 63° 01' 47" W, 92.23 feet; to a curve to the right, having a radius of 3037.50 feet; thence Southwestly along said curve through a central angle of 06° 12' 29" for an arc length of 329.11 feet (Chord: S 66° 08' 02" W, 328.95 feet) to a reverse curve, having a radius of 1162.50 feet; thence Southwestly along said curve through a central angle of 02° 51' 32" for an arc length of 58.00 feet (Chord: S 67° 48' 30" W, 58.00 feet); thence S 68° 22' 44" W, 27.40 feet; to a curve to the right, having a radius of 2037.50 feet; thence Southwestly along said curve through a central angle of 12° 15' 46" for an arc length of 436.07 feet (Chord: S 72° 30' 37" W, 435.24 feet); thence S 78° 38' 30" W, 101.96 feet; to a curve concave Northerly, having a radius of 537.55 feet; thence Northwestly along said curve through a central angle of 28° 56' 44" for an arc length of 271.57 feet (Chord: N 87° 01' 59" W, 268.89 feet); thence N 72° 26' 45" W, 92.36 feet; to a curve to the right, having a radius of 614.00 feet; thence Northwestly along said curve through a central angle of 10° 04' 42" for an arc length of 108.00 feet (Chord: N 67° 24' 24" W, 107.86 feet) to a reverse curve, having a radius of 585.00 feet; thence Northwestly along said curve through a central angle of 20° 22' 17" for an arc length of 208.35 feet (Chord: N 72° 33' 12" W, 207.26 feet); thence N 82° 44' 20" W, 188.03 feet; to a curve to the right, having a radius of 608.50 feet; thence Northwestly along said curve through a central angle of 23° 32' 49" for an arc length of 250.49 feet (Chord: N 70° 57' 56" W, 248.73 feet) to a compound curve, having a radius of 200.00 feet; thence Northwestly along said curve through a central angle of 27° 23' 20" for an arc length of 95.61 feet (Chord: N 45° 29' 51" W, 94.70 feet); thence S 89° 32' 25" W, 218.05 feet; thence S 00° 29' 59" E, 678.46 feet; thence N 89° 30' 01" E, 4.87 feet to the Northerly boundary of Southlands Lake Lafayette Basin as described in O.R. Book 3474, page 988 of the public records of Leon County, Florida; thence along said Northerly boundary the following two (2) courses: S 00° 39' 22" W, 173.12 feet; thence S 89° 30' 01" W, 41.38 feet; thence leaving said Northerly boundary, N 00° 29' 59" W, 2209.56 feet to the Southerly boundary of said Fallschase Commercial; thence N 89° 30' 01" E along said Southerly boundary, 880.09 feet to the POINT OF BEGINNING.

Containing 82.08 acres, more or less.

Moore Bass Consulting		The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.		FILE #	C18 006-SK-Phase A1-2-3.dwg		
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID				CONTRACT #	12418.0087	ARCHIVE	N/A
				NOTEBOOK #	16A	PAGE #	N/A
				DATE	10/05/2020	DRAWN BY	
MOORE BASS CONSULTING, INC. 805 N GARDEN STREET TALLAHASSEE, FL 32303 (904) 222-5619 CERTIFICATE OF AUTHORIZATION NO. 00002745		CLIENT NAME	WESTCHESTER SOUTH INVESTMENTS, LLC	PROJECT NAME	FALLSCHASE RESIDENTIAL EASEMENT	SHEET TITLE	SKETCH OF DESCRIPTION
						3/3	

Ordinance No. 20-O-44

AN ORDINANCE OF THE CITY OF TALLAHASSEE, FLORIDA, AMENDING SECTION SIX OF THE CHARTER OF THE CITY OF TALLAHASSEE, TO ANNEX WITHIN THE CORPORATE AREA OF THE CITY OF TALLAHASSEE, FLORIDA, UPON ADOPTION OF SAID ORDINANCE, PROPERTY BEING SITUATED IN LEON COUNTY, FLORIDA, IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, there has been filed with the City of Tallahassee, Florida, a petition containing the names and signatures of all of the property owners in the area described hereinafter requesting annexation into the corporate area of the City of Tallahassee, Florida; and,

WHEREAS, it has been determined that the property described hereinafter is reasonably compact and contiguous to the corporate area of the City of Tallahassee, Florida, and it has further been determined that the annexation of said property will not result in the creation of any pocket or enclave; and,

FURTHER WHEREAS, the City of Tallahassee, Florida, is in a position to provide municipal services to the property described herein, and that the City Commission of the City of Tallahassee, Florida, deems it in the best interest of the City to accept said petition and to annex said property.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. That the property described below, situated in Leon County, Florida, be and the same is hereby annexed to and made a part of the City of Tallahassee, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes, to wit:

Parcel ID #: 11-26-2000-7000-0, also legally described as:

LEGAL DESCRIPTION:

A portion of the land lying in Sections 26 and 27, Township 1 North, Range 1, East, Leon County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of SWMF #2 of Fallschase Commercial, a subdivision as per map or plat as recorded in Plat Book 20, pages 95-104 of the public records of Leon County, Florida; thence along the Easterly boundary of said SWMF #2 the following three (3) courses: thence N 00° 29' 59" W, 202.30 feet; thence N 90° 00' 00" W, 17.82 feet; thence N 00° 00' 00" E, 112.62 feet to the Southerly Right-of-Way boundary of Acadian Boulevard (60 foot Right-of-Way) and a curve concave Southeasterly, having a radius of 330.00 feet; thence Northeasterly along said Southerly Right-of-Way boundary and along said curve through a

central angle of 08° 07' 57" for an arc length of 46.84 feet (Chord: N 68° 38' 35" E, 46.80 feet) to a reverse curve, having a radius of 295.84 feet; thence Northeasterly along said Southerly Right-of-Way boundary and said curve through a central angle of 25° 01' 20" for an arc length of 129.20 feet (Chord: N 77° 05' 16" E, 128.17 feet); thence continue along said Southerly Right-of-Way boundary of Acadian Boulevard the following three (3) courses: N 89° 35' 56" E, 120.84 feet to a curve to the right, having a radius of 80.00 feet; thence Southeasterly along said curved Right-of-Way through a central angle of 45° 29' 03" for an arc length of 63.51 feet (Chord: S 67° 39' 32" E, 61.85 feet); thence S 44° 55' 00" E, 40.92 feet to the Westerly Right-of-Way boundary of Fallschase Parkway (80 foot Right-of-Way); thence S 00° 16' 24" E along said Westerly Right-of-Way boundary, 56.82 feet; thence leaving said Westerly Right-of-Way boundary, N 89° 43' 36" E, 112.00 feet to the Easterly Right-of-Way boundary of said Fallschase Parkway; thence N 00° 16' 24" W, 47.44 feet to a curve to the right, having a radius of 15.00 feet; thence Northeasterly along said Easterly Right-of-Way boundary and said curve through a central angle of 90° 05' 49" for an arc length of 23.59 feet (Chord: N 44° 46' 31" E, 21.23 feet) to said Southerly Right-of-Way boundary of Acadian Boulevard; thence N 89° 49' 25" E along said Southerly Right-of-Way boundary, 71.70 feet to the Southeastern most corner of said Fallschase Commercial as recorded in Plat Book 20, pages 95-104; thence N 00° 33' 52" E along the Easterly boundary of said Fallschase Commercial, 17.06 feet; thence leaving said Easterly boundary, S 89° 26' 08" E, 57.56 feet; to a curve to the left, having a radius of 445.00 feet; thence Northeasterly along said curve through a central angle of 12° 08' 34" for an arc length of 94.31 feet (Chord: N 84° 29' 35" E, 94.13 feet); thence N 78° 25' 18" E, 26.09 feet; to a curve to the right, having a radius of 355.00 feet; thence Northeasterly along said curve through a central angle of 11° 25' 15" for an arc length of 70.76 feet (Chord: N 84° 07' 56" E, 70.65 feet); thence S 00° 33' 52" W, 563.30 feet; thence S 89° 26' 08" E, 100.00 feet; to a curve to the left, having a radius of 20.00 feet; thence Northeasterly along said curve through a central angle of 90° 00' 00" for an arc length of 31.42 feet (Chord: N 45° 33' 52" E, 28.28 feet); thence S 89° 26' 08" E, 45.00 feet; to a curve concave Northeasterly, having a radius of 20.00 feet; thence Southeasterly along said curve through a central angle of 90° 00' 00" for an arc length of 31.42 feet (Chord: S 44° 26' 08" E, 28.28 feet); thence S 00° 33' 52" W, 45.00 feet; thence S 89° 26' 08" E, 100.00 feet; thence S 00° 33' 52" W, 311.72 feet; thence N 89° 30' 34" E, 100.39 feet; to a curve to the left, having a radius of 20.00 feet; thence Northeasterly along said curve through a central angle of 88° 56' 42" for an arc length of 31.05 feet (Chord: N 45° 02' 13" E, 28.02 feet); thence N 88° 34' 20" E, 45.03 feet; to a curve concave Northeasterly, having a radius of 20.00 feet; thence Southeasterly along said curve through a central angle of 91° 03' 18" for an arc length of 31.78 feet (Chord: S 44° 57' 47" E, 28.54 feet); thence S 01° 16' 03" W, 60.03 feet; thence N 89° 30' 34" E, 159.47 feet; to a curve to the right, having a radius of 270.00 feet; thence Southeasterly along said curve through a central angle of 18° 04' 30" for an arc length of 85.18 feet (Chord: S 81° 27' 11" E, 84.82 feet); thence S 21° 31' 06" W, 249.89 feet; thence S 38° 26' 16" W, 97.27 feet; thence S 51° 33' 44" E, 139.96 feet; to a curve concave Northwesterly, having a radius of 270.00 feet; thence Southwesterly along said curve through a central angle of 19° 22' 21" for an arc length of 91.29 feet (Chord: S 49° 05' 30" W, 90.86 feet); thence S 26° 58' 13" E, 254.96 feet; thence S 63° 01' 47" W, 92.23 feet; to a curve to the right, having a radius of 3037.50 feet; thence Southwesterly along said curve through a central angle of 06° 12' 29" for an arc length of 329.11 feet (Chord: S 66° 08' 02" W, 328.95 feet) to a reverse curve, having a radius of

1162.50 feet; thence Southwesterly along said curve through a central angle of 02° 51' 32" for an arc length of 58.00 feet (Chord: S 67° 48' 30" W, 58.00 feet); thence S 66° 22' 44" W, 27.40 feet; to a curve to the right, having a radius of 2037.50 feet; thence Southwesterly along said curve through a central angle of 12° 15' 46" for an arc length of 436.07 feet (Chord: S 72° 30' 37" W, 435.24 feet); thence S 78° 38' 30" W, 101.96 feet; to a curve concave Northerly, having a radius of 537.55 feet; thence Northwesterly along said curve through a central angle of 28° 56' 44" for an arc length of 271.57 feet (Chord: N 87° 01' 59" W, 268.69 feet); thence N 72° 26' 45" W, 92.36 feet; to a curve to the right, having a radius of 614.00 feet; thence Northwesterly along said curve through a central angle of 10° 04' 42" for an arc length of 108.00 feet (Chord: N 67° 24' 24" W, 107.86 feet) to a reverse curve, having a radius of 586.00 feet; thence Northwesterly along said curve through a central angle of 20° 22' 17" for an arc length of 208.35 feet (Chord: N 72° 33' 12" W, 207.26 feet); thence N 82° 44' 20" W, 188.03 feet; to a curve to the right, having a radius of 609.50 feet; thence Northwesterly along said curve through a central angle of 23° 32' 49" for an arc length of 250.49 feet (Chord: N 70° 57' 56" W, 248.73 feet) to a compound curve, having a radius of 200.00 feet; thence Northwesterly along said curve through a central angle of 27° 23' 20" for an arc length of 95.61 feet (Chord: N 45° 29' 51" W, 94.70 feet); thence S 89° 32' 25" W, 218.05 feet; thence S 00° 29' 59" E, 678.46 feet; thence N 89° 30' 01" E, 4.87 feet to the Northerly boundary of Southlands Lake Lafayette Basin as described in O.R. Book 3474, page 968 of the public records of Leon County, Florida; thence along said Northerly boundary the following two (2) courses: S 00° 39' 22" W, 173.12 feet; thence S 89° 30' 01" W, 41.38 feet; thence leaving said Northerly boundary, N 00° 29' 59" W, 2209.56 feet to the Southerly boundary of said Fallschase Commercial; thence N 89° 30' 01" E along said Southerly to the POINT OF BEGINNING.

Containing 82.08 acres, more or less.

Section 2. That upon ordinance becoming effective, the property owners and any resident on the property described herein shall be entitled to all the rights and privileges and immunities as are from time to time granted to residents and property owners of the City of Tallahassee, Florida, as further provided in Chapter 171, Florida Statutes, and shall further be subject to the responsibilities of residence or ownership as may from time to time be determined by the governing authority of the City of Tallahassee, Florida, and the provisions of said Chapter 171, Florida Statutes.

Section 3. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

Section 4. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

Section 5. That this ordinance shall become effective immediately upon its passage and adoption.

INTRODUCED in the City Commission on the _____ day of _____, 2020.

PASSED by the City Commission on the _____ day of _____, 2020.

CITY OF TALLAHASSEE

By: _____
John Dailey
Mayor

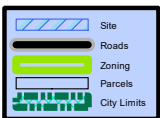
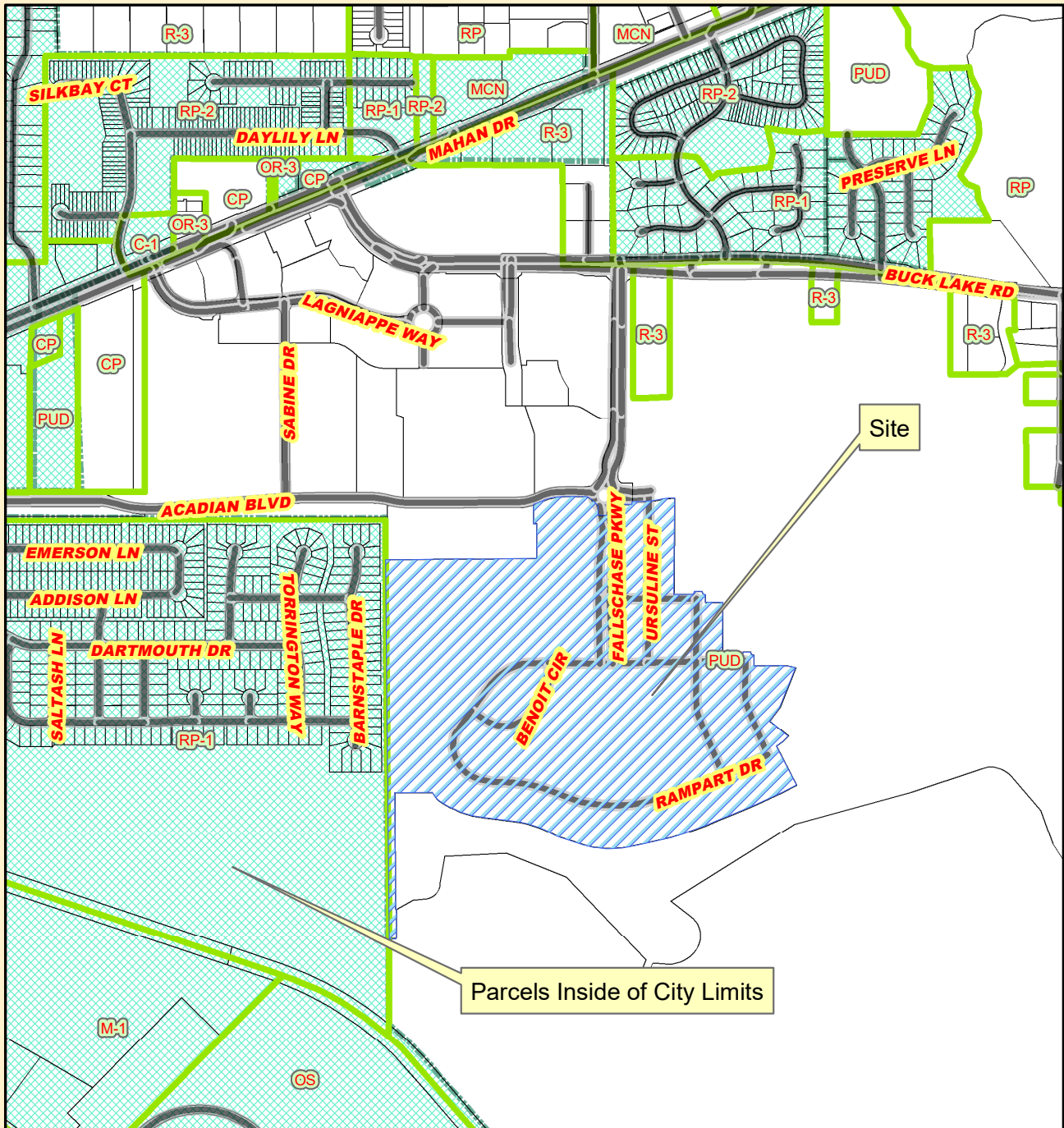
ATTEST:

APPROVED AS TO FORM

By: _____
James O. Cooke, IV
City Treasurer-Clerk

By: _____
Cassandra K. Jackson
City Attorney

Parcel 11-26-20-007-000-0 Annexation



Parcel #1126200070000
LDV2000593
Map Produced By Marcus Curtis GIS Specialist
10/5/2020

0 400 800 Feet





MEMORANDUM

TO: Matt Matherne, Utility Business Systems Administrator
Office of Resource Management
City of Tallahassee

THROUGH: Artie White, Administrator | Comprehensive Planning
Tallahassee-Leon County Planning Department

FROM: Stephen Hodges, Senior Planner
Tallahassee-Leon County Planning Department

DATE: October 19, 2020

SUBJECT: Consistency Review: Proposed Voluntary Annexation of Fallschase Parkway

The owners (RMDC, Inc.) of Parcel ID: 1126200070000 located south of Acadian Boulevard and east of the Weems Plantation residential subdivision have applied to be annexed by the City of Tallahassee. This parcel, approximately 82 acres in size, is one of several parcels previously known as the Fallschase residential subdivision which is being redeveloped as a new residential subdivision. This residential development project is part of the "Fallschase DRI Development Agreement" (DA) executed between Leon County and AIG-Baker Tallahassee, LLC on December 12, 2005. This DA allows a development maximum of 750,000 square feet of commercial land use, 35,000 square feet of office land use, and 1,514 residential dwelling units. In addition, the proposed concept plan sets aside approximately 218 acres of land for open space and includes a proposed circulation system for the PUD district and proposed development and design standards applicable to the PUD district. At this time, 200.6 acres of open space have been transferred to Leon County, comprising a significant portion of Upper Lake Lafayette.

Data maintained by Tallahassee – Leon County Geographical Information Systems indicate that the land uses of the area surrounding the subject area is low-density, single-family residential on the west side of the subject areas, vacant land to the east and south, and a commercial area on the north side. The following additional information is related to the subject property:

- The subject parcels or portions subject to this annexation request will have central potable water, sewer, electric, and gas service provided by the City of Tallahassee.
- Approximately half of the subject area has a current Land Use designation Residential Preservation in the Comprehensive Plan. The remaining half of the subject area is designated as Suburban in the Plan.
- The entirety of the subject area has a zoning designation of Planned Unit Development (PUD) – 23.
- The PUD for this portion of the subject area has previously been found consistent with the Comprehensive Plan.

Staff has reviewed the proposed annexation. At a minimum, any annexations shall meet the following provisions of Intergovernmental Coordination Element Policy 2.1.4 [I]:

- The annexation shall be implemented in accordance with the requirements of Chapter 171, Florida Statutes, and as set forth in an Interlocal Agreement for Annexation Procedures to be entered into by and between Leon County and the City of Tallahassee as set forth in Policy 2.1.4[I].

However, according to the Fallschase Development Agreement, “[T]he Fallschase DRI/PUD is vested from consistency with the Tallahassee-Leon County 2010 Comprehensive Plan and many of the current County LDRs, and is vested from the concurrency requirements of the County’s 2010 Comprehensive Plan and LDRs because it was approved as a DRI prior to the adoption of the comprehensive plan and LDRs.” Therefore, at this time, a consistency review is not applicable.

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

Leon County Board of County Commissioners

Agenda Item #8

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed Voluntary Annexation of Six Parcels or Portions Thereof Located Between East Paul Russell Road, Tram Road and South Blairstone Road

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Division Weldon Richardson, Senior Planner, Development Services

Statement of Issue:

This item seeks Board consideration of the voluntary annexation request from the English Family Enterprises, LTD and the City of Tallahassee, as required by the Tallahassee-Leon County 2030 Comprehensive Plan, John Colin English, Jr., and Phyllis Langford English, trustees of the English Family Enterprises, LTD, and the City of Tallahassee are requesting voluntary annexation of six (6) parcels or portions thereof located between East Paul Russell Road, Tram Road and South Blairstone Road. It is recommended that the Board not object to the proposed annexation.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option # 1: Do not object to the proposed voluntary annexation of the five (5) English properties or a portion thereof and one (1) City of Tallahassee owned parcel located between East Paul Russell Road, Tram Road and South Blairstone Road.

Report and Discussion

Background:

As required by the Tallahassee-Leon County 2030 Comprehensive Plan and implemented through the Tallahassee-Leon County Interlocal Agreement, this voluntary annexation request is being brought to the Board for review and comment. John Colin English, Jr., and Phyllis Langford English, trustees of the English Family Enterprises, LTD, and the City of Tallahassee are requesting voluntary annexation of six parcels or portions thereof located between East Paul Russell Road, Tram Road and South Blairstone Road into the Tallahassee, Florida City limits. All of parcels 31-16-20-602-000-0, 31-26-20-802-000-0, 31-20-20-004-000-0, and 31-20-20-004-000-1 will be annexed inside the City limits. Approximately 147.24 acres of parcel 31-17-20-202-000-0 will be annexed inside the City limits, with 158.2 acres remaining in the unincorporated County. A portion of parcel 31-17-20-402-000-0, approximately 212.20 acres, is proposed to be annexed, while 78.22 acres will remain in the unincorporated County. The total area to be annexed is 460.93 acres. Both the applicant's petition for voluntary annexation as well as the proposed Ordinance (No. 20-O-41) are included as Attachment #1.

The initial Voluntary Annexation request listed seven (7) parcels, which included six (6) from the English property or portions thereof, and one (1) owned by the City of Tallahassee, for a total of 460.93 acres to be annexed inside City limits. However, during the County's review of the request, staff identified a discrepancy with the petition and the proposed City of Tallahassee Ordinance (No.20-O-41). More specifically, the initial petition and boundary survey identified six (6) parcels from the English property to be annexed which was not consistent with the Ordinance. The applicant's agent, Moore Bass Consulting, has since worked with the City and County to amend the petition to include updated documentation that accurately reflects the area to be annexed pursuant to the Ordinance which has resulted in the applicant's removal of parcel 31-08-20-406-000-0 from the original Voluntary Annexation request (Attachment #2). Therefore, only five (5) parcels from the English property, or portions thereof, and one (1) City of Tallahassee owned parcel for a total of six (6) parcels are being requested for annexation. The total acreage proposed for annexation, 460.93 acres, remains unchanged.

Analysis:

Location

The properties involved in the proposed annexation are generally located east of Paul Russell Road and between Tram Road and South Blairstone Road. The subject parcels are located inside the Urban Service Area and are zoned Critical Planning Area (CPA). The referenced parcels are designated Planned Development on the Future Land Use Map of the Comprehensive Plan (Policy 6.1.1 of the Tallahassee/Leon County Comprehensive Plan). A map showing the location of the parcels proposed for annexation is included as Attachment #3.

Annexation procedures

Procedures for annexation are outlined in Chapter 171, Florida Statutes, Policy 2.1.4 of the Intergovernmental Coordination Element of the Comprehensive Plan, and in the Interlocal

Agreement for Annexation Procedures between Leon County and the City of Tallahassee. Specifically, the Interlocal Agreement provides in part that:

the City Annexation Plan, together with the petition for each annexation be provided by the City to the County Administrator, the Director of Development Support and Environmental Management and the County Attorney at least twenty (20) calendar days prior to the first reading of the Ordinance considering such annexation and at least five (5) calendar days prior to the next regularly scheduled County Commissioners (“Board”) meeting. The Board shall have the opportunity to review, comment and suggest changes regarding the proposed annexation at a Board meeting prior to the adoption of the annexation Ordinance by the City Commission, and any Board comments will be provided to the City Manager at least five (5) calendar days prior to the public hearing on the annexation Ordinance.

The City of Tallahassee has indicated in their proposed Ordinance (No. 20-O-41) that they are committed to providing municipal services to the referenced property. The proposed Ordinance was introduced to the City Commission on October 14, 2020 and is scheduled to be presented at a Public Hearing by the City Commission on December 9, 2020, for the purposes of finalizing the annexation.

The County and City Administrations have instituted procedures to implement annexation provisions. The City submits information and analyses for review by County staff. County staff’s comments on the proposed voluntary annexation are as follows:

1. County Attorney: The County Attorney’s Office has indicated that the proposed annexation complies with Chapter 171 of the Florida Statutes.
2. Public Works: The Public Works Department finds there will be no stormwater or solid waste assessment revenue impact from the proposed annexation.
3. Development Services: The Division finds that the proposed annexation would not have any impacts to the County’s Concurrency Management System.
4. Environmental Services: The Division does not object to the proposed annexation.
5. Planning, Land Management & Community Enhancement (PLACE): The Tallahassee/Leon County Department of PLACE finds that the proposed annexation request is consistent with the Comprehensive Plan, provided certain criteria of the Intergovernmental Element Policy 2.1.4 are adequately addressed. These criteria are outlined in a memorandum from the Department of PLACE included as Attachment #4.

Pursuant to the Interlocal Agreement with the City, if the County objects to the annexation, a formal process for mediation is initiated. Results of the mediation are brought to the Board for consideration. If mediation is unsuccessful, the statutory dispute resolution process allows for the City and County to agree to binding arbitration or either party may pursue legal remedies.

Options:

1. Do not object to the proposed voluntary annexation of the five (5) English properties or a portion thereof and one (1) City of Tallahassee owned parcel located between East Paul Russell Road, Tram Road and South Blairstone Road.
2. Object to the proposed voluntary annexation of the five (5) English properties or a portion thereof and one (1) City of Tallahassee owned parcel located between East Paul Russell Road, Tram Road and South Blairstone Road.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Request for Annexation from John Colin English, Jr., and Phyllis Langford English, trustees of the English Family Enterprises, LTD and the City of Tallahassee, and City of Tallahassee Ordinance (No.20-O-41)
2. Email from Tom O'Steen, Moore Bass Consulting, Inc., dated October 22, 2020
3. Location map
4. Memorandum from the Department of PLACE dated September 28, 2020



September 16, 2020

Mr. Ryan Culpepper
Development Services Director
Leon County Department of Development Support
& Environmental Management
435 North Macomb Street
Tallahassee, FL 32301

RE: Annexation of Parcel #'s: 31-08-20-406-000-0, 31-17-20-402-000-0, 31-20-20-004-000-0, 31-17-20-202-000-0, 31-20-20-004-000-1 and 31-16-20-602-000-0; plus, City of Tallahassee owned parcel: 31-16-20-802-000-0.

Dear Mr. Culpepper:

Attached is the ordinance introduction package for the annexation of seven (7) parcels situated between East Paul Russell Road, Tram Road and South Blairstone Road: Parcel #'s: 31-08-20-406-000-0, 31-17-20-402-000-0, 31-20-20-004-000-0, 31-17-20-202-000-0, 31-20-20-004-000-1 and 31-16-20-602-000-0; plus, City of Tallahassee owned parcel: 31-16-20-802-000-0 for your review. You are being provided a copy of the voluntary annexation petitions as required by Policy 2.1.4 of the Intergovernmental Coordination Element of the Comprehensive Plan.

The annexation ordinance is currently scheduled to go the City Commission for introduction of ordinance on October 14, 2020 and on December 9, 2020 for the final public hearing. Any comments from the Board of County Commissioners must be received by the City Manager prior to the public hearing.

Please contact me at 891-8149 if you have any questions regarding this transmittal.

Sincerely,

Raoul Lavin [Sep 16, 2020 17:01 EDT]

Raoul Lavin
Assistant City Manager

Attachments

Cc: Cassandra K. Jackson, City Attorney
Louis Norvell, Assistant City Attorney
Reese Goad, City Manager
Wayne Tedder, Assistant City Manager

CITY HALL
300 South Adams Street
Tallahassee, FL 32301-1731
850-891-0000
TDD: 711 • Talgov.com

JOHN E. DAILEY
Mayor

REESE GOAD
City Manager

DIANNE WILLIAMS-COX
Mayor Pro Tem

CASSANDRA K. JACKSON
City Attorney

ELAINE W. BRYANT
Commissioner

JAMES O. COOKE, IV
City Treasurer-Clerk

CURTIS RICHARDSON
Commissioner

DENNIS R. SUTTON
City Auditor

JEREMY MATLOW
Commissioner



Ordinance No. 20-O-41

English PUD PROPOSED ANNEXATION

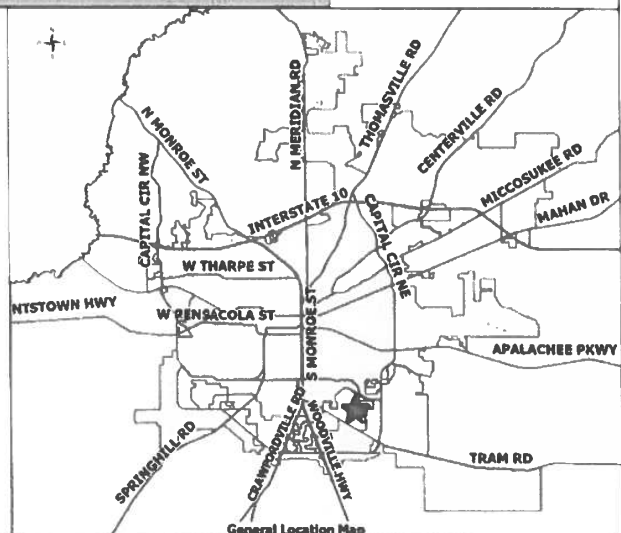
Parcel IDs:

3108204060000 (part)	3117204020000 (part)
3116206020000	3120200040000
3116208020000	3120200040001
3117202020000 (part)	

LEGEND

- CURRENT CITY LIMITS
- PROPOSED CITY LIMITS

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT



CITY OF TALLAHASSEE
PETITION FOR VOLUNTARY ANNEXATION

The following information must be submitted to the Office of Resource Management for consideration to be annexed. You can deliver it in person, send in via U.S. mail or email it to:

**Office of Resource Management
City of Tallahassee, City Hall – 4th Floor
Attn: Matt Matherne – 850.891.8458 or matthew.matherne@talgov.com
300 South Adams Street
Tallahassee, Florida 32301**

- Voluntary Petition – must include signature(s), date and address(es) of each applicant if there are multiple owners.
- Map indicating the area (shade or cross-hatch) to be annexed.
- Tax Parcel Identification (PID) number for the parcel as recorded with the Leon County Property Appraiser's Office
- A non-PDF version of the recorded legal document text (legal description in metes and bounds) of the property to be annexed.
- The City of Tallahassee does not charge a fee for annexation; however, Leon County does charge \$600 per parcel or in some cases per submittal for annexation.
- If needed, the Office of Resource Management can schedule a pre-application conference with the relevant City and County staff to discuss the project and to provide the applicant with a Leon County contact person for payment of the fee and for contact regarding the County's review.

For more information on the requirements to be submitted or any further information about the process please call or email Matt Matherne @ 850.891.8458 or matthew.matherne@talgov.com.

To:	The City Commission of the City of Tallahassee
From:	J. Colin English, Jr., as Trustee
	Phyllis Langford English, as Trustee
Date:	August <u>27</u> , 2020
Re:	Parcel ID or Parcel ID's: 31-08-20-406-000-0 , 31-17-20-402-000-0 , 31-20-20-004-000-0 , 31-17-20-202-000-0 , 31-20-20-004-000-1 31-16-20-602-000-0

The undersigned owner(s) of the referenced property legally described on the attached Exhibit A, and shown on the sketch attached as Exhibit B, whose address is 4267 English Lane, Tallahassee, Florida 32301 and whose email address is jceple@embargo.com, hereby request(s) the annexation of said property by the City of Tallahassee in accordance with Chapter 171, Florida Statutes which authorizes the petitioning for voluntary annexation. Exhibits A and B are hereby incorporated by reference and made a part hereof.

The undersigned certify that they are the owner(s) of the property described in the attached exhibits, and that all owners of the property have signed this petition. This petition and request shall be binding upon the owner(s), all successor owner(s) of the subject property including the heirs, successors, assigns, and devisees of the undersigned; and shall run with the land to any purchasers of the subject property.

PETITIONER:

(AS OWNERS OF PROPERTIES HAVING PARCEL
ID#S OF: 31-08-20-406-000-0, 31-17-20-402-000-0,
31-20-20-004-000-0 and 31-16-20-602-000-0)

ENGLISH FAMILY ENTERPRISES, LTD.,
a Florida limited partnership

BY: ITS GENERAL PARTNERS:

JOHN COLIN ENGLISH, JR. REVOCABLE TRUST
(UTA dated 9/9/2009)

By: John Colin English, Jr.
John Colin English, Jr., as its Trustee

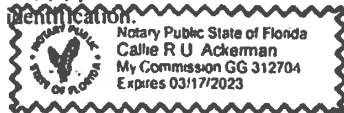
AND

PHYLLIS LANGFORD ENGLISH REVOCABLE
TRUST (UTA dated 9/9/2009)

By: Phyllis Langford English
Phyllis Langford English, as its Trustee

STATE OF FLORIDA
COUNTY OF LEON

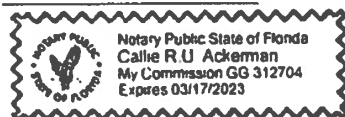
Before me on this 27 day of August, 2020, personally appeared JOHN COLIN ENGLISH, as Trustee of The John Colin English Revocable Trust (UTA dated September 9, 2009), in its capacity as a General Partner of English Family Enterprises, Ltd., a Florida limited partnership, on behalf of said Trust and said Partnership, who executed the foregoing Petition for Voluntary Annexation, and acknowledged before me that the same was executed for the purposes therein stated, and who (✓) is personally known to me; () produced a current driver's license as identification; or () produced _____ as



Callie R.U. Ackerman
Notary Public, State of Florida
My Commission expires: 3/17/23

STATE OF FLORIDA
COUNTY OF LEON

Before me on this 27 day of August, 2020, personally appeared PHYLLIS LANGFORD ENGLISH, as Trustee of The Phyllis Langford English Revocable Trust (UTA dated September 9, 2009), in its capacity as a General Partner of English Family Enterprises, Ltd., a Florida limited partnership, on behalf of said Trust and said Partnership, who executed the foregoing Petition for Voluntary Annexation, and acknowledged before me that the same was executed for the purposes therein stated, and who (✓) is personally known to me; () produced a current driver's license as identification; or () produced _____ as identification.



Callie R.U. Ackerman
Notary Public, State of Florida
My Commission expires: 3/17/23

PETITIONER:

(AS OWNERS OF PROPERTIES HAVING PARCEL
ID#S OF: 31-17-20-202-000-0 and 31-20-20-004-000-1)

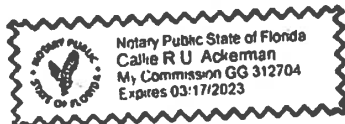
WEST SIDE IRREVOCABLE TRUST (UTA DATED
JANUARY 12, 2015)

By: John Colin English, Jr.
John Colin English, Jr., as its Trustee

By: Phyllis Langford English
Phyllis Langford English, as its Trustee

STATE OF FLORIDA
COUNTY OF LEON

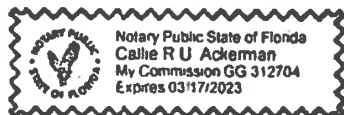
Before me on this 27 day of August, 2020, personally appeared JOHN COLIN ENGLISH, as Trustee of West Side Irrevocable Trust (UTA dated January 12, 2015) on behalf of said Trust, who executed the foregoing Petition for Voluntary Annexation, and acknowledged before me that the same was executed for the purposes therein stated, and who (☒) is personally known to me; (☐) produced a current driver's license as identification; or (☐) produced _____ as identification.



Callie R U Ackerman
Notary Public, State of Florida
My Commission expires: 3/17/23

STATE OF FLORIDA
COUNTY OF LEON

Before me on this 27 day of August, 2020, personally appeared PHYLLIS LANGFORD ENGLISH, as Trustee of West Side Irrevocable Trust (UTA dated January 12, 2015) on behalf of said Trust, who executed the foregoing Petition for Voluntary Annexation, and acknowledged before me that the same was executed for the purposes therein stated, and who (☒) is personally known to me; (☐) produced a current driver's license as identification; or (☐) produced _____ as identification.



Callie R U Ackerman
Notary Public, State of Florida
My Commission expires: 3/23/23



**OWNERSHIP AFFIDAVIT &
DESIGNATION OF AGENT**

I. Ownership.

I, J. Colin English, Jr. as Trustee & Phyllis Langford English, as Trustee, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) 31-08-20-106-000-0, 31-17-20-403-000-0, 31-20-20-004-000-0 & 31-16-20-602-000-0

Location address: South Blairstone Road and Tram Road

_____ for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of: English Family Enterprises, Ltd.

Please complete the appropriate section below:

NOTE: The person signing under section IV Acknowledgement, must be listed below as an officer or partner.

☐ Individual

☐ Corporation/Limited Liability Company (LLC)

☒ Partnership

☐ Government Entity

Provide Names of Officers/Members:

Provide Names of General Partners:

John Colin English, Jr. as Trustee of The John Colin English Revocable Trust

Phyllis Langford English, as Trustee of The Phyllis Langford English Trust

Dept. of State Registration No.:

A01000000798

Name/Address of Registered Agent:

J. Colin English, Jr.

1311 Executive Center Drive, Suite 121

Tallahassee, FL 32301

II. Designation of Owner's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named 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. (Note: Prior to the issuance of a building permit, the owner's agent must be the contractor listed on the permit application.)

Owner's Agent: Moore Bass Consulting, Inc.

Address: 805 N. Gadsden Street, Tallahassee, FL 32303

Contact Person: Tom O'Steen

Telephone No.: (850) 222-5678

III. Notice to Owner.

A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.

B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.) _____

Growth Management Department | Location: 435 N. Macomb Street | Mailing: 300 S. Adams Street Box B 28, Tallahassee, FL 32301
Land Use & Environmental Services Division | Phone: (850) 891-7001, option 3 | Fax: (850) 891-7184
Building Inspection Division | Phone: (850) 891-7001, option 2 | Fax: (850) 891-0948

ADMIN FORM AF-OWNERS, 07/10/2015

PREVIOUS EDITIONS ARE OBSOLETE

1

IV. Acknowledgement.

• Individual

Signature

Print Name: _____
Address: _____
Phone #: _____

• Government Entity

Print Government Name _____

By: _____
Signature

Print Name: _____
Title: _____
Department: _____

• Corporation/LLC

Print Corporation/LLC Name _____

By: _____
Signature

Print Name: _____
Its: _____
Address: _____
Phone #: _____

• Partnership

SEE ATTACHED SIGNATURE PAGE
Print Partnership Name _____

By: _____
Signature

Print Name: _____
Its: _____
Address: _____
Phone #: _____

NOTARY INFORMATION (Please use appropriate block.)

STATE OF _____
COUNTY OF _____

• Individual

Before me, this _____ day of _____, 20____, personally appeared _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Government Entity

Before me, this _____ day of _____, 20____, personally appeared _____ as _____ and on behalf of _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Corporation/LLC

Before me, this _____ day of _____, 20____, personally appeared _____ of _____ a _____ corporation/LLC, on behalf of the corporation/LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

• Partnership

Before me, this _____ day of _____, 20____, personally appeared _____ partner/agent on behalf of _____ a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

Signature of Notary

NOTARY STAMP:

My commission expires: _____

Print Notary Name

Identification Method: _____ Personally known.
_____ Produced I.D. – Type: _____

Growth Management Department | Location: 435 N. Macomb Street | Mailing: 300 S. Adams Street Box B 28, Tallahassee, FL 32301
Land Use & Environmental Services Division | Phone: (850) 891-7001, option 3 | Fax: (850) 891-7184
Building Inspection Division | Phone: (850) 891-7001, option 2 | Fax: (850) 891-0948

SIGNATURE PAGE TO CITY OF TALLAHASSEE (GROWTH MANAGEMENT)
OWNER'S AFFIDAVIT AND DESIGNATION OF AGENT FORM

ENGLISH FAMILY ENTERPRISES, LTD., A Florida limited
partnership

BY: ITS GENERAL PARTNERS:

JOHN COLIN ENGLISH, JR. REVOCABLE TRUST (UTA
dated 9/9/2009)

By: *John Colin English, Jr.*
John Colin English, Jr., as its Trustee

AND

PHYLLIS LANGFORD ENGLISH REVOCABLE TRUST
(UTA dated 9/9/2009)

By: *Phyllis Langford English*
Phyllis Langford English, as its Trustee

STATE OF FLORIDA
COUNTY OF LEON

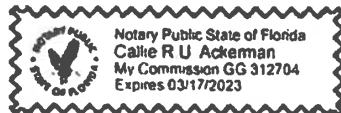
Sworn to and subscribed before me by means of (☒) physical presence, or () online notarization, on this
21 day of August, 2020, by John Colin English, Jr., as Trustee of The John Colin English, Jr. Revocable Trust (UTA
dated September 9, 2009), in its capacity as a General Partner of English Family Enterprises, Ltd., a Florida limited
partnership, on behalf of said Trust and said Partnership, who (☒) is personally known to me; () produced a current
driver's license as identification; or () produced _____ as identification.



Callie R U Ackerman
Notary Public, State of Florida
My Commission expires: 3/17/23

STATE OF FLORIDA
COUNTY OF LEON

Sworn to and subscribed before me by means of (☒) physical presence, or () online notarization, on this
21 day of August, 2020, by Phyllis Langford English, as Trustee of The Phyllis Langford English Revocable Trust
(UTA dated September 9, 2009), in its capacity as a General Partner of English Family Enterprises, Ltd., a Florida
limited partnership, on behalf of said Trust and said Partnership, who (☒) is personally known to me; () produced a
current driver's license as identification; or () produced _____ as identification.



Callie R U Ackerman
Notary Public, State of Florida
My Commission expires: 3/17/23



**OWNERSHIP AFFIDAVIT &
DESIGNATION OF AGENT**

I. Ownership.

I, John Colin English, Jr., as Trustee & Phyllis Langford English, as Trustee, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) 31-20-20-004-000-1 & 31-17-20-202-000-0

Location address: 4272 English Lane and Tram Road

_____ for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of: West Side Irrevocable Trust (UTA dated January 12, 2015)

Please complete the appropriate section below:

NOTE: The person signing under section IV Acknowledgement, must be listed below as an officer or partner.

☒ Individual

☐ Corporation/Limited Liability
Company (LLC)

☐ Partnership

☐ Government Entity

Provide Names of Officers/Members:

Provide Names of General Partners:

Dept. of State Registration No.:

Name/Address of Registered Agent:

II. Designation of Owner's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named 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. (Note: Prior to the issuance of a building permit, the owner's agent must be the contractor listed on the permit application.)

Owner's Agent: Moore Bass Consulting, Inc.

Address: 805 N. Gadsden Street, Tallahassee, FL 32303

Contact Person: Tom O'Steen

Telephone No.: (850) 222-5678

III. Notice to Owner.

A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.

B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.)

Growth Management Department | Location: 435 N. Macomb Street | Mailing: 300 S. Adams Street Box B 28, Tallahassee, FL 32301
Land Use & Environmental Services Division | Phone: (850) 891-7001, option 3 | Fax: (850) 891-7184
Building Inspection Division | Phone: (850) 891-7001, option 2 | Fax: (850) 891-0948

IV. Acknowledgement.

• Individual

Signature
Print Name: SEE ATTACHED PAGE
Address: _____
Phone #: _____

• Government Entity

Print Government Name
By: _____
Signature
Print Name: _____
Title: _____
Department: _____

• Corporation/LLC

Print Corporation/LLC Name
By: _____
Signature
Print Name: _____
Its: _____
Address: _____
Phone #: _____

• Partnership

Print Partnership Name
By: _____
Signature
Print Name: _____
Its: _____
Address: _____
Phone #: _____

NOTARY INFORMATION (Please use appropriate block.)

STATE OF _____
COUNTY OF _____

• Individual

Before me, this _____ day of _____, 20____, personally appeared _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Government Entity

Before me, this _____ day of _____, 20____, personally appeared _____ as _____ and on behalf of _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Corporation/LLC

Before me, this _____ day of _____, 20____, personally appeared _____ of _____ a _____ corporation/LLC, on behalf of the corporation/LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

• Partnership

Before me, this _____ day of _____, 20____, personally appeared _____ partner/agent on behalf of _____ a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

Signature of Notary
NOTARY STAMP:
My commission expires: _____
Print Notary Name
Identification Method: _____ Personally known.

Produced I.D. -- Type: _____

SIGNATURE PAGE TO CITY OF TALLAHASSEE (GROWTH MANAGEMENT)
OWNER'S AFFIDAVIT AND DESIGNATION OF AGENT FORM

WEST SIDE IRREVOCABLE TRUST (UTA dated
JANUARY 12, 2015)

By: John Colin English, Jr.
John Colin English, Jr., as its Trustee

By: Phyllis Langford English
Phyllis Langford English, as its Trustee

STATE OF FLORIDA
COUNTY OF LEON

Sworn to and subscribed before me by means of (☒) physical presence, or () online notarization, on this
27 day of August, 2020, by John Colin English, Jr., as Trustee of West Side Irrevocable Trust (UTA dated January
12, 2015), on behalf of said Trust, who (☒) is personally known to me; () produced a current driver's license as
identification; or () produced _____ as identification.



Callie R.U. Ackerman
Notary Public, State of Florida
My Commission expires: 3/17/23

STATE OF FLORIDA
COUNTY OF LEON

Sworn to and subscribed before me by means of (☒) physical presence, or () online notarization, on this
27 day of August, 2020, by Phyllis Langford English, as Trustee of West Side Irrevocable Trust (UTA dated January
12, 2015), on behalf of said Trust, who (☒) is personally known to me; () produced a current driver's license as
identification; or () produced _____ as identification.



Callie R.U. Ackerman
Notary Public, State of Florida
My Commission expires: 3/17/23



**TALLAHASSEE - LEON COUNTY PLANNING
DEPARTMENT**



**APPLICANT'S AFFIDAVIT OF OWNERSHIP &
DESIGNATION OF AGENT**

I. Ownership.

I, J. Colin English Jr. as Trustee & Phyllis Langford English, as Trustee, hereby attest to ownership of the property described below:
Parcel I.D. Number(s) 31-08-20-408-000-0, 31-17-20-402-000-0, 31-20-20-004-000-0 & 31-16-20-602-000-0
Location address: South Blairstone Road and Tram Road

for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of:
English Family Enterprises, Ltd.

Please complete the appropriate section below:

☐ Individual

☐ Corporation

Provide Names of Officers:

☒ Partnership

Provide Names of General Partners:
John Colin English, Jr., as Trustee of
The John Colin English Revocable Trust
Phyllis Langford English, as Trustee of
The Phyllis Langford English Trust

Dept. of State Registration No.:
A01000000798

Name/Address of Registered Agent:
J. Colin English, Jr.
1311 Executive Center Drive, Suite 121
Tallahassee, FL 32301

II. Designation of Applicant's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named above to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief.

Applicant's Agent: Moore Bass Consulting, Inc.

Address: 805 N. Gadsden Street, Tallahassee, FL 32303

Contact Person: Tom O'Steen

Telephone No.: 850-222-5678

III. Notice to Owner.

- A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.
- B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.) _____

IV. Acknowledgement.

☐ **Individual**

Signature
Print
Name: _____
Address: _____
Phone No.: _____

☐ **Corporation**

Print Corporation Name
By: _____
Signature
Print
Name: _____
Its: _____
Address: _____
Phone No.: _____

☒ **Partnership**

SEE ATTACHED SIGNATURE PAGE
Print Partnership Name
By: _____
Signature
Print
Name: _____
Its: _____
Address: _____
Phone No. : _____

Please use appropriate notary block.

STATE OF _____
COUNTY OF _____

☐ **Individual**

Before me, this _____ day of _____, 20____, personally appeared _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

☐ **Corporation**

Before me, this _____ day of _____, 20____, personally appeared _____ of _____, a _____ corporation, on behalf of the corporation, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

☒ **Partnership**

Before me, this _____ day of _____, 20____, personally appeared _____ partner/agent on behalf of _____ a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

Personally known _____; or
Produced identification _____.
Type of identification produced: _____

Signature of Notary
Print Name: _____
Notary Public

(NOTARY STAMP)

My commission expires:

SIGNATURE PAGE TO CITY OF TALLAHASSEE-LEON COUNTY (PLANNING DEPARTMENT)
OWNER'S AFFIDAVIT AND DESIGNATION OF AGENT FORM

ENGLISH FAMILY ENTERPRISES, LTD., A Florida limited
partnership

BY: ITS GENERAL PARTNERS:

JOHN COLIN ENGLISH, JR. REVOCABLE TRUST (UTA
dated 9/9/2009)

By: John Colin English, Jr.
John Colin English, Jr., as its Trustee

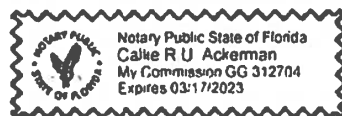
AND

PHYLLIS LANGFORD ENGLISH REVOCABLE TRUST
(UTA dated 9/9/2009)

By: Phyllis Langford English
Phyllis Langford English, as its Trustee

STATE OF FLORIDA
COUNTY OF LEON

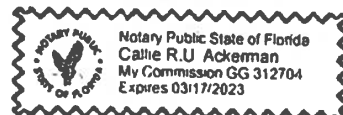
Sworn to and subscribed before me by means of (☒) physical presence, or () online notarization, on this
21 day of August, 2020, by John Colin English, Jr., as Trustee of The John Colin English, Jr. Revocable Trust (UTA
dated September 9, 2009), in its capacity as a General Partner of English Family Enterprises, Ltd., a Florida limited
partnership, on behalf of said Trust and said Partnership, who (☒) is personally known to me; () produced a current
driver's license as identification; or () produced _____ as identification.



Calie R.U. Ackerman
Notary Public, State of Florida
My Commission expires: 3/17/23

STATE OF FLORIDA
COUNTY OF LEON

Sworn to and subscribed before me by means of (☒) physical presence, or () online notarization, on this
21 day of August, 2020, by Phyllis Langford English, as Trustee of The Phyllis Langford English Revocable Trust
(UTA dated September 9, 2009), in its capacity as a General Partner of English Family Enterprises, Ltd., a Florida
limited partnership, on behalf of said Trust and said Partnership, who (☒) is personally known to me; () produced a
current driver's license as identification; or () produced _____ as identification.



Calie R.U. Ackerman
Notary Public, State of Florida
My Commission expires: 3/17/23



**TALLAHASSEE - LEON COUNTY PLANNING
DEPARTMENT**

**APPLICANT'S AFFIDAVIT OF OWNERSHIP &
DESIGNATION OF AGENT**



I. Ownership.

I, J. Colin English Jr. as Trustee & Phyllis Langford English, as Trustee, hereby attest to ownership of the property described below:
Parcel I.D. Number(s) 31-20-20-004-000-1 & 31-17-20-202-000-0
Location address: 4272 English Lane and Tram Road

for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of:
West Side Irrevocable Trust (UTA dated January 12, 2015)

Please complete the appropriate section below:

☒ **Individual**

☐ **Corporation**

☐ **Partnership**

Provide Names of Officers:

Provide Names of General Partners:

Dept. of State Registration No.:

Name/Address of Registered Agent:

II. Designation of Applicant's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named above to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief.

Applicant's Agent: Moore Bass Consulting, Inc.

Address: 805 N. Gadsden Street, Tallahassee, FL 32303

Contact Person: Tom O'Steen

Telephone No.: 850-222-5678

III. Notice to Owner.

- A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.
- B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.) _____

IV. Acknowledgement.

☐ **Individual**

Signature
Print
Name: SEE ATTACHED PAGE
Address: _____
Phone No.: _____

☐ **Corporation**

Print Corporation Name
By: _____
Signature
Print
Name: _____
Its: _____
Address: _____
Phone No.: _____

☐ **Partnership**

Print Partnership Name
By: _____
Signature
Print
Name: _____
Its: _____
Address: _____
Phone No.: _____

Please use appropriate notary block.

STATE OF Florida
COUNTY OF Leon

☒ **Individual**

Before me, this _____ day of _____, 20____, personally appeared _____, who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

☐ **Corporation**

Before me, this _____ day of _____, 20____, personally appeared _____ of _____, a _____ corporation, on behalf of the corporation, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

☐ **Partnership**

Before me, this _____ day of _____, 20____, personally appeared _____, partner/agent on behalf of _____, a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

Personally known _____; or
Produced Identification _____.
Type of identification produced: _____

Signature of Notary
Print Name: _____
Notary Public

(NOTARY STAMP)

My commission expires:

SIGNATURE PAGE TO CITY OF TALLAHASSEE-LEON COUNTY (PLANNING DEPARTMENT)
OWNER'S AFFIDAVIT AND DESIGNATION OF AGENT FORM

WEST SIDE IRREVOCABLE TRUST (UTA dated
JANUARY 12, 2015)

By: John Colin English, Jr.
John Colin English, Jr., as its Trustee

By: Phyllis Langford English
Phyllis Langford English, as its Trustee

STATE OF FLORIDA
COUNTY OF LEON

Sworn to and subscribed before me by means of (☒) physical presence, or (☐) online notarization, on this
21 day of August, 2020, by John Colin English, Jr., as Trustee of West Side Irrevocable Trust (UTA dated January
12, 2015), on behalf of said Trust, who (☒) is personally known to me; (☐) produced a current driver's license as
identification; or (☐) produced _____ as identification.



Carrie R.U. Ackerman
Notary Public, State of Florida
My Commission expires: 3/17/23

STATE OF FLORIDA
COUNTY OF LEON

Sworn to and subscribed before me by means of (☒) physical presence, or (☐) online notarization, on this
21 day of August, 2020, by Phyllis Langford English, as Trustee of West Side Irrevocable Trust (UTA dated January
12, 2015), on behalf of said Trust, who (☒) is personally known to me; (☐) produced a current driver's license as
identification; or (☐) produced _____ as identification.



Carrie R.U. Ackerman
Notary Public, State of Florida
My Commission expires: 3/17/23



**OWNERSHIP AFFIDAVIT &
DESIGNATION OF AGENT**

I. Ownership.

I, Robert B. Culverhouse, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) 3116208020000

Location address: No street address. PID is located south of South Blairstone Road and west of Capital Circle SE.

It is a stormwater retention area. for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of: City of Tallahassee

Please complete the appropriate section below:

NOTE: The person signing under section IV Acknowledgement, must be listed below as an officer or partner.

☐ Individual

☐ Corporation/Limited Liability
Company (LLC)

☐ Partnership

☒ Government Entity

Provide Names of Officers/Members:

Provide Names of General Partners:

Dept. of State Registration No.:

Name/Address of Registered Agent:

II. Designation of Owner's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named 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. (Note: Prior to the issuance of a building permit, the owner's agent must be the contractor listed on the permit application.)

Owner's Agent: Matthew Matherne

Address: 300 South Adams Street, Office of Resource Management, City Hall, Tallahassee, FL 32308

Contact Person: Matthew Matherne

Telephone No.: (850) 891-8458

III. Notice to Owner.

- A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.
- B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.)

Growth Management Department | Location: 435 N. Macomb Street | Mailing: 300 S. Adams Street Box B 28, Tallahassee, FL 32301
Land Use & Environmental Services Division | Phone: (850) 891-7001, option 3 | Fax: (850) 891-7184
Building Inspection Division | Phone: (850) 891-7001, option 2 | Fax: (850) 891-0948

IV. Acknowledgement.

• Individual

Signature _____
Print Name: _____
Address: _____
Phone #: _____

• Government Entity

City of Tallahassee
Print Government Name _____
By: Robert B. Culverhouse
Signature _____
Print Name: Robert B. Culverhouse
Title: Acting Director
Department: Real Estate Management

• Corporation/LLC

Print Corporation/LLC Name _____
By: _____
Signature _____
Print Name: _____
Its: _____
Address: _____
Phone #: _____

• Partnership

Print Partnership Name _____
By: _____
Signature _____
Print Name: _____
Its: _____
Address: _____
Phone #: _____

NOTARY INFORMATION (Please use appropriate block.)

STATE OF FLORIDA
COUNTY OF LEON

• Individual

Before me, this _____ day of _____, 20____, personally appeared _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Government Entity

Before me, this 13 day of October, 2020, personally appeared Robert B. Culverhouse as Acting Director RE Mgmt. and on behalf of City of Tallahassee, who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Corporation/LLC

Before me, this _____ day of _____, 20____, personally appeared _____ of _____ a _____ corporation/ (State) LLC, on behalf of the corporation/ LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

• Partnership

Before me, this _____ day of _____, 20____, personally appeared _____ partner/agent on behalf of _____ a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

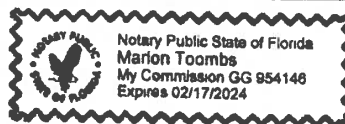
Marlon Toombs
Signature of Notary

Marlon Toombs
Print Notary Name

NOTARY STAMP:

My commission expires: _____

Identification Method: ☒ Personally known.
☐ Produced I.D. - Type: _____



Growth Management Department | Location: 435 N. Macomb Street | Mailing: 300 S. Adams Street Box B 28, Tallahassee, FL 32301
Land Use & Environmental Services Division | Phone: (850) 891-7001, option 3 | Fax: (850) 891-7184
Building Inspection Division | Phone: (850) 891-7001, option 2 | Fax: (850) 891-0948

Ordinance No. 20-O-41

AN ORDINANCE OF THE CITY OF TALLAHASSEE, FLORIDA, AMENDING SECTION SIX OF THE CHARTER OF THE CITY OF TALLAHASSEE, TO ANNEX WITHIN THE CORPORATE AREA OF THE CITY OF TALLAHASSEE, FLORIDA, UPON ADOPTION OF SAID ORDINANCE, PROPERTY BEING SITUATED IN LEON COUNTY, FLORIDA, IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, there has been filed with the City of Tallahassee, Florida, a petition containing the names and signatures of all of the property owners in the area described hereinafter requesting annexation into the corporate area of the City of Tallahassee, Florida; and,

WHEREAS, it has been determined that the property described hereinafter is reasonably compact and contiguous to the corporate area of the City of Tallahassee, Florida, and it has further been determined that the annexation of said property will not result in the creation of any pocket or enclave; and,

FURTHER WHEREAS, the City of Tallahassee, Florida, is in a position to provide municipal services to the property described herein, and that the City Commission of the City of Tallahassee, Florida, deems it in the best interest of the City to accept said petition and to annex said property.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. That the property described below, situated in Leon County, Florida, be and the same is hereby annexed to and made a part of the City of Tallahassee, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes, to wit:

Parcel ID #'s: 31-08-20-406-000-0, 31-17-20-402-000-0, 31-20-20-004-000-0, 31-17-20-202-000-0, 31-20-20-004-000-1 and 31-16-20-602-000-0; plus the City owned Parcel (31-16-20-802-000-0), also legally described as:

Right-of-way Description:

BEGIN AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, THENCE N 89° 56' 33" W, 100.00 FEET; THENCE N 00° 09' 55" W, 363.05 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF A ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 4673, PAGE 1963, OF THE PUBLIC RECORD OF LEON COUNTY, FLORIDA, THENCE ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 350.00 FEET; THROUGH A CENTRAL ANGLE OF 43° 17' 16" FOR AN ARC LENGTH OF 264.43 FEET (CHORD BEARS N 22° 37'

21" E, 258.19 FEET); THENCE LEAVING SAID RIGHT-OF-WAY S 00° 09' 55" E, 601.47 FEET TO THE **POINT OF BEGINNING**; CONTAINING 1.01 ACRES, MORE OR LESS.

Boundary Description:

COMMENCE AT A FOUND TERRA COTTA MONUMENT MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, THENCE N 89°03'47" E, 200.00 FEET TO A SET IRON ROD AND CAP (#7245), SAID POINT ALSO BEING THE **POINT OF BEGINNING**. FROM SAID **POINT OF BEGINNING** CONTINUE N 89° 03' 47" E, 3622.35 FEET TO A SET IRON ROD AND CAP (#7245); THENCE N 00° 40' 46" E, 1033.21 FEET TO A SET IRON ROD AND CAP (#7245); THENCE N 89° 51' 54" W, 155.09 FEET TO A SET IRON ROD AND CAP (#7245); THENCE N 59° 02' 42" W, 149.53 FEET TO A SET IRON ROD AND CAP (#7245); THENCE N 21° 59' 31" W, 409.20 FEET TO A SET IRON ROD AND CAP (#7245); THENCE N 12° 30' 43" W, 170.39 FEET TO A SET IRON ROD AND CAP (#7245); THENCE N 19° 42' 27" E, 52.89 FEET TO A SET IRON ROD AND CAP (#7245); THENCE N 00° 00' 00" E, 887.14 FEET; THENCE N 90° 00' 00" E, 242.78 FEET; THENCE S 00° 00' 00" E, 468.14 FEET; THENCE N 90° 00' 00" E, 400.00 FEET; THENCE S 00° 00' 00" E, 730.00 FEET; THENCE N 90° 00' 00" E, 2525.00 FEET; THENCE S 00° 38' 40" W, 1345.68 FEET TO A SET IRON ROD AND CAP (#7245); THENCE S 89° 56' 56" W, 1313.80 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE S 00° 07' 01" W, 2661.46 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE S 00° 04' 17" W, 1320.63 FEET; THENCE S 89° 07' 43" W, 1466.27 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF TRAM ROAD; THENCE N 59° 58' 21" W, 4346.02 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE LEAVING SAID RIGHT-OF-WAY N 00° 35' 37" E, 401.71 FEET TO A FOUND CONCRETE MONUMENT (#3293); THENCE N 00° 37' 37" E, 1117.25 FEET TO A SET IRON ROD AND CAP (#7245); THENCE N 44° 50' 42" E, 286.68 FEET TO THE **POINT OF BEGINNING**; CONTAINING 478.47 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING:

A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL DEED BOOK 245, PAGE 180, AND IN OFFICIAL RECORDS BOOK 2024, PAGE 708 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND BEING IN SECTIONS 16 AND 17 OF TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" DIAMETER CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEGREES 28 MINUTES 30 SECONDS WEST ALONG THE SAID WEST LINE OF SAID SECTION 16 A DISTANCE OF 1564.35

FEET TO THE **POINT OF BEGINNING**; THENCE FROM **POINT OF BEGINNING** AND LEAVING SAID WEST LINE OF SECTION 16 SOUTH 69 DEGREES 46 MINUTES 57 SECONDS EAST A DISTANCE OF 72.16 FEET; THENCE SOUTH 79 DEGREES 46 MINUTES 55 SECONDS EAST A DISTANCE OF 188.58 FEET; THENCE SOUTH 60 DEGREES 39 MINUTES 07 SECONDS EAST A DISTANCE OF 223.38 FEET; THENCE SOUTH 47 DEGREES 57 MINUTES 44 SECONDS EAST A DISTANCE OF 208.91 FEET; THENCE SOUTH 24 DEGREES 16 MINUTES 59 SECONDS EAST A DISTANCE OF 170.15 FEET; THENCE SOUTH 17 DEGREES 06 MINUTES 33 SECONDS WEST A DISTANCE OF 165.46 FEET; THENCE SOUTH 35 DEGREES 57 MINUTES 11 SECONDS WEST A DISTANCE OF 150.27 FEET; THENCE SOUTH 71 DEGREES 56 MINUTES 46 SECONDS WEST A DISTANCE OF 147.20 FEET; THENCE SOUTH 85 DEGREES 45 MINUTES 55 SECONDS WEST A DISTANCE OF 164.74 FEET; THENCE SOUTH 81 DEGREES 05 MINUTES 19 SECONDS WEST A DISTANCE OF 157.06 FEET; THENCE SOUTH 75 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 70.96 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 30 SECONDS WEST A DISTANCE OF 145.85 FEET TO THE NORTH RIGHT OF WAY OF A 125 FEET CITY OF TALLAHASSEE UTILITY RIGHT OF WAY; THENCE A LONG SAID NORTH RIGHT OF WAY NORTH 89 DEGREES 58 MINUTES 28 SECONDS WEST A DISTANCE OF 15.00 FEET TO THE WEST LINE OF SAID SECTION 16; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG SAID WEST LINE SECTION 16 NORTH 00 DEGREES 28 MINUTES 30 SECONDS EAST A DISTANCE OF 145.96 FEET; THENCE LEAVING SAID WEST LINE OF SECTION 16, ALSO BEING THE EAST LINE OF SAID SECTION 17 NORTH 86 DEGREES 55 MINUTES 26 SECONDS WEST A DISTANCE OF 262.39 FEET; THENCE NORTH 46 DEGREES 17 MINUTES 04 SECONDS WEST A DISTANCE OF 193.63 FEET; THENCE NORTH 24 DEGREES 23 MINUTES 06 SECONDS WEST A DISTANCE OF 213.70 FEET; THENCE NORTH 08 DEGREES 19 MINUTES 44 SECONDS EAST A DISTANCE OF 126.02 FEET; THENCE NORTH 18 DEGREES 45 MINUTES 56 SECONDS EAST A DISTANCE OF 170.23 FEET; THENCE NORTH 32 DEGREES 28 MINUTES 53 SECONDS EAST A DISTANCE OF 118.97 FEET; THENCE NORTH 54 DEGREES 21 MINUTES 20 SECONDS EAST A DISTANCE OF 172.21 FEET; THENCE NORTH 80 DEGREES 03 MINUTES 12 SECONDS EAST A DISTANCE OF 176.06 FEET; THENCE SOUTH 69 DEGREES 46 MINUTES 57 SECONDS EAST A DISTANCE OF 51.04 FEET TO THE EAST LINE OF SAID SECTION 17 AND THE WEST LINE OF SAID SECTION 16 AND **POINT OF BEGINNING**. CONTAINING 17.543 ACRES, MORE OR LESS.

TOTAL ACREAGE OF 460.93 ACRES, MORE OR LESS.

Section 2. That upon ordinance becoming effective, the property owners and any resident on the property described herein shall be entitled to all the rights and privileges and immunities as are from time to time granted to residents and property owners of the City of Tallahassee, Florida,

as further provided in Chapter 171, Florida Statutes, and shall further be subject to the responsibilities of residence or ownership as may from time to time be determined by the governing authority of the City of Tallahassee, Florida, and the provisions of said Chapter 171, Florida Statutes.

Section 3. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

Section 4. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

Section 5. That this ordinance shall become effective immediately upon its passage and adoption.

INTRODUCED in the City Commission on the _____ day of _____, 2020.

PASSED by the City Commission on the _____ day of _____, 2020.

CITY OF TALLAHASSEE

By: _____
John Dailey
Mayor

ATTEST:

APPROVED AS TO FORM

By: _____
James O. Cooke, IV
City Treasurer-Clerk

By: _____
Cassandra K. Jackson
City Attorney

Weldon Richardson

From: Tom O'Steen <tosteen@moorebass.com>
Sent: Thursday, October 22, 2020 8:56 AM
To: Ryan Culpepper
Cc: Ken Powell; Weldon Richardson
Subject: RE: English Property Annexation
Attachments: T2157.0004-SK-COT AC OA EX-2-1.pdf

Ryan / Weldon –

As we have discussed, parcel ID # 31-08-20-406-000-0 is already partially within the City limits and can be excluded from the annexation request.

Tom O'Steen

From: Ryan Culpepper <CulpepperR@leoncountyfl.gov>
Sent: Wednesday, October 21, 2020 5:58 PM
To: Tom O'Steen <tosteen@moorebass.com>
Cc: Ken Powell <kpowell@moorebass.com>; Weldon Richardson <RichardsonWe@leoncountyfl.gov>
Subject: RE: English Property Annexation
Importance: High

Tom,

We are pressed for time as we are past the deadline to submit this agenda item and really need your confirmation in order to proceed. Thank you in advance for responding expeditiously.



Ryan Culpepper, AICP
Director, Development Services
Development Support & Environmental Management
435 N. Macomb St | Tallahassee, FL 32301
(850) 606-1300 /work | (850) 606-1301 /fax
culpepper@leoncountyfl.gov

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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: Weldon Richardson <RichardsonWe@leoncountyfl.gov>
Sent: Wednesday, October 21, 2020 4:59 PM
To: O'Steen, Tom (tosteen@moorebass.com) <tosteen@moorebass.com>; Ryan Culpepper
<CulpepperR@leoncountyfl.gov>
Subject: English Property Annexation

Tom,

Good afternoon, as you recall we have had e-mails going back and forth regarding the correct acreage of the proposed English Property Annexation. I need an e-mail from you stating that parcel 31-08-20-406-000-0, has been removed from the Voluntary Annexation Request to provide consistency with the Boundary Survey and the Ordinance. Please contact me should you have additional questions or concerns.

Respectfully,



Weldon Richardson
Senior Planner
Development Services Division / Department of Development Support &
Environmental Management
435 North Macomb Street, Renaissance Center, 2nd Floor | Tallahassee, FL 32301
(850) 606-1357 (work)
Richardsonwe@leoncountyfl.gov

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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.

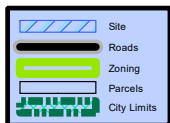
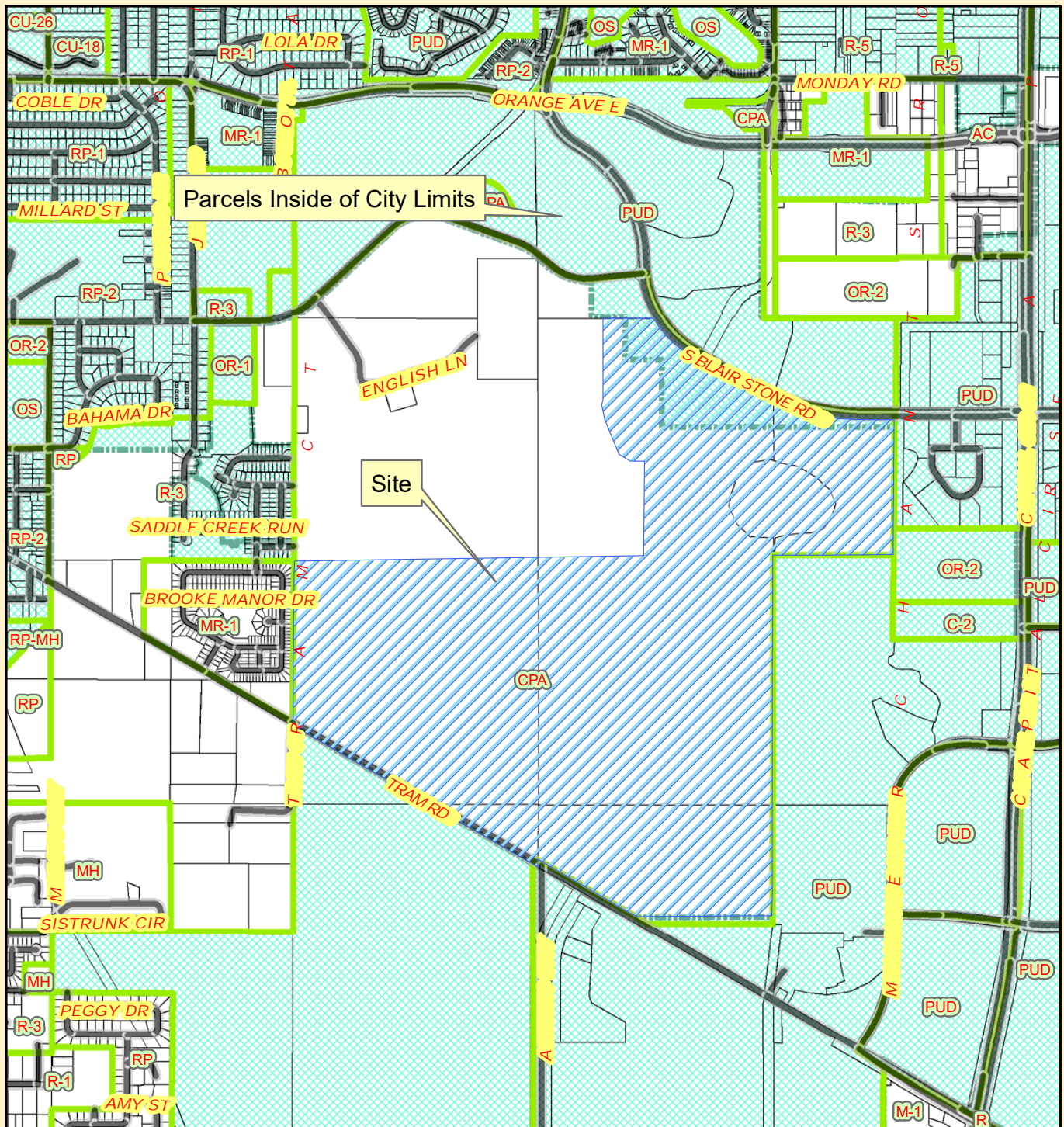


COVID-19 Community Update

STAY INFORMED. BE PREPARED.

[CLICK HERE](#)

English Property Annexation



English Property Annexation
Parcel #3116206020000, #3116208020000, #3117202020000 (part),
#3117204020000 (part), #3120200040000, #3120200040001
LDV 2000556
Map Produced By Marcus Curtis GIS Specialist
10/21/2020

0 750 1,500
Feet





MEMORANDUM

TO: Weldon Richardson, Senior Planner
Development Services Division / Leon County Department of Development
Support & Environmental Management

THROUGH: Artie White, Administrator | Comprehensive Planning
Tallahassee-Leon County Planning Department

FROM: Stephen Hodges, Senior Planner
Tallahassee-Leon County Planning Department

DATE: September 28, 2020

SUBJECT: Consistency Review: Proposed Voluntary Annexation of English PUD Properties

The owners (John Colin English and Phyllis Langford English as trustees) of seven (7) parcels or portions thereof located between East Paul Russell Road, Tram Road and South Blairstone Road have applied to be annexed by the City of Tallahassee. These parcels include all or a portion of parcels #31-08-20-406-000-0, #31-17-20-402-000-0, #31-20-20-004-000-0, #31-17-20-202-000-0, #31-20-20-004-000-1 and #31-16-20-602-000-0, plus a City of Tallahassee owned parcel #31-16-20-802-000-0. Data maintained by the Tallahassee – Leon County Geographical Information Systems interlocal department indicate that the land uses of the area surrounding the subject area is medium-density, single-family residential and vacant.

Staff has reviewed the proposed annexation and has found the proposal consistent with the Comprehensive Plan, subject to the following provisions of Intergovernmental Coordination Element Policy 2.1.4 [I] being adequately met:

- The annexation shall be implemented in accordance with the requirements of Chapter 171, Florida Statutes, and as set forth in an Interlocal Agreement for Annexation Procedures to be entered into by and between Leon County and the City of Tallahassee as set forth in Policy 2.1.4[I].

The following additional information is related to the subject property:

- The subject parcels (or portions thereof) are contiguous and have a current Land Use designation in the Comprehensive Plan of Planned Development. The current zoning designation of the subject parcels is Critical Planning Area.
- The intent of this annexation is to add the subject parcels or portions to the existing English Planned Unit Development (PUD-106) located immediately to the north. Once these properties are annexed, an amendment to the English PUD will be submitted to the Planning Department and the City's Growth Management Department to expand the PUD to include the newly annexed area. The Planned Development future land use category requires a PUD zoning at the time of development.

- The inclusion of the subject parcels or portions into the English PUD will subject the annexed area to the restrictions and stipulations of the PUD unless any changes are requested and granted.
- The subject parcels or portions subject to this annexation request will have central potable water, sewer, electric, and gas service provided by the City of Tallahassee.
- Following annexation and depending on the number of proposed dwelling units proposed for development, the subject property may be subject to the City's inclusionary housing ordinance.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #9

Leon County Board of County Commissioners

Agenda Item #9

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: FY 2020 Year-End and FY 2020 Carry Forward Adjustments and Update on Improvements to the Federal CARES Reimbursement Process

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

Statement of Issue:

This item seeks Board approval to authorize the carry forward of FY 2020 appropriations to the FY 2021 Budget and FY 2020 year-end budget adjustments including authorization to implement improvements to the Coronavirus Aid, Relief and Economic Security Act (CARES) reimbursement process recently authorized by the Federal Treasury.

Fiscal Impact:

This item has a fiscal impact. The item recommends carry forwards for operating, grant, and capital funds approved at the October 13, 2020 Board meeting due to additional adjustments as part of the year end close out process. This item also recommends final year-end budget adjustments necessary to properly close out the 2020 fiscal year. These recommended actions also include the implementation of a revised CARES reimbursement process which ensures the County will receive its entire \$51.23 million state allocation.

Staff Recommendation:

- Option #1: Authorize the carry forward of FY 2020 appropriations to the FY 2021 budget by adopting the Resolution and Budget amendment (Attachment #1).
- Option #2: Approve the FY 2020 year-end budget adjustments, and the Resolution and Budget Amendment (Attachment #2).

Report and Discussion

Background:

This item seeks Board approval of a final year-end FY 2020 budget amendment and FY 2021 carry forward adjustment budget amendment. The Board approved preliminary carry forwards at the October 13, 2020 meeting. After the October 13, 2020 meeting, additional year-end accounting adjustments (i.e. journal voucher payments, year-end payables, closing of purchase orders, and the booking of deferred revenues) necessitates a final year-end budget adjustment to be considered through an adjusted carry forward budget amendment. These recommended actions also include the implementation of a revised CARES reimbursement process which ensures the County will receive its entire \$51.23 million state allocation. As explained in detail in the analysis section, the revised process also removes the previous restriction to have all of the CARES funding expended by December 30, 2020.

Additionally, as part of the year-end close out process and necessary year-end accounting adjustments, results in recommended final FY 2020 year-end budget adjustments.

Analysis:

As required by Chapter 129, Florida Statutes, and Generally Accepted Accounting Principles (GAAP), Leon County annually adopts a balanced budget and must maintain a balanced budget throughout the fiscal year. The budget is based on projected revenue collections and expenditures. During a fiscal year the County may receive unanticipated or additional revenues or may have expenditures that are projected to exceed the original budget. In addition, the County may be advised by auditors or actuarial analysis at the end of the fiscal year of certain accounting adjustments that are recommended to maintain required cash balances in certain funds. Leon County Policy No. 97-11, "Amending the Budget" provides that adjustments exceeding \$250,000 requires a majority vote of the Board.

The following provides a summary of the final recommended adjustments for last fiscal year (FY 2020) and adjustments to carry forwards for FY 2021. As explained below, these recommended actions also include the implementation of a revised CARES reimbursement process which ensures the County will receive its entire \$51.23 million state allocation.

Year-End Adjustments

The following are FY 2020 year-end budget adjustments that are recommended for the end-of-the-year close out process (Attachment #1).

- Appropriate \$309,608 in fire service fee revenue collected by the City during the year to appropriately account for the additional revenue and off-setting expenditure.
- Appropriate \$300,000 in fund balance from the E-911 Emergency Communications operating fund to the E-911 Emergency Communications capital fund as a reserve for future projects.

- Appropriate \$2,000,000 in fund balance from the Fine and Forfeiture Fund to the Risk Management Fund. The year-end actuarial analysis performed by the County contracted actuarial firm showed an increase in the present value of outstanding claims of \$1.9 million, which is required to be set aside in the risk fund. Due to increased claim payouts over the last three years the Risk Fund's fund balance has been depleted. This makes the transfer of fund balance necessary to pay for future cost of claims.
- Transfers and reallocates \$8,247 in available funding in the Sheriff Helicopter CIP to the helicopter debt service fund to properly account for a partial year helicopter interest payment.
- Appropriates additional revenue received to meet allocated expenditures for various grant programs.

Carry forwards

The FY 2020 carry forward adjustment amendment, lists each operating, capital and grant project where funds were reduced or increased based on final FY 2020 expenditures (Attachment #2). These funds will be added to or taken from the FY 2021 adopted budget for the sole purpose of completing the projects for which the funds were originally appropriated in FY 2020. The carry forward also adjusts CAREs funding to account for revenue adjustments made on the FY 2020 year-end budget amendment as discussed previously.

In addition, the following carry forward appropriations are recommended.

- \$60,324 related to the Essential Libraries Initiative for the purchase of the necessary 400,000 Radio Frequency Identification (RFID) tags and lease of the tagging carts. Delays from the vendor occurred in purchasing the tags and equipment.
- \$60,000 in special funding from the Florida Department of Emergency Management for COVID-19 related expenses for personal protective equipment, cleaning supplies, and staffing to be distributed to the five local Public Safety Answering Points, which includes the Consolidated Dispatch Agency, Florida State University Police Department, Florida Agricultural and Mechanical University Police Department, and the Capital Police.

CARES Funding

Leon County has been working closely with the Federal Treasury, the Florida Department of Emergency Management, the National Association of Counties (NACo) and the Florida Association of Counties (FAC) to ensure the County receives its entire \$51.23 million in CARES funding. As a result of these efforts, the Federal Treasury recently provided updated guidance regarding the reimbursement process which now ensures the County can receive its entire \$51.23 million CARES allocation. The revised guidance allows the County to expend funds past December 30, 2020 and to immediately seek reimbursement for all of its CARES allocation. Prior to this process change, any expenses occurring after December 30, 2020 were not reimbursable and expenditures already budgeted for were also not reimbursable. While the County and its partner agencies have aggressively implemented all Leon CARES programs, some programs may not expend their entire allocation. Therefore, without this new reimbursement process, there was

a possibility that due to the short time frame to expend CARES funding, the County may not have received its entire allocation.

To ensure the County receives its entire allocation and provide cash flow to avoid using Leon County fund balances to pay for CARES expenditures, the Treasury has authorized a new reimbursement approach. FDEM, the administrator for CARES funding for 55 Florida counties, and the Florida Association of Counties are recommending counties use this alternative approach. For administrative convenience, the new approach authorizes counties to seek reimbursement of CARES funding for all public health and safety employees' salaries and benefits even if these expenses were already budgeted. Prior to the new approach being authorized, initial Treasury guidance stated that expenses already budgeted for were not eligible for CARES funding.

For Leon County, the salaries and wages of EMS and the Sheriff for March through December 2020 will exceed the County's total CARES allocation. Therefore, to expedite the reimbursement and ensure Leon County receives its entire \$51.23 million CARES allocation, the County will submit the payrolls for all EMS and Sheriff personal for reimbursement and therefore meet the December 30, 2020 expenditure deadline. This approach allows the reimbursement funds to pay for or be reallocated between the initial County CARES programs with no federal deadline. The County Administrator will continue to keep the Board apprised of Leon CARES program activity on a weekly basis.

This new reimbursement process also allows CARES funding to support a proposed Minority Microlending Program to be discussed in a separate agenda item. Previously, if CARES funding was used to support loans, any loan repayments made after December 30, 2020 were required to be returned to the U.S. Treasury. However, under the new approach any funds granted to a lending institution for the purposes of establishing a revolving microlending program can continue to use loan repayments to make future loans.

Under the current CARES funding process, the State has provided Leon County \$23.0 million or 45% of the total allocation with the requirement that the County provide future documentation for all expenditures. The remaining funding (\$28.23 million or 55%) will be provided on a reimbursement basis for Leon CARES program expenditures (i.e. Individual Assistance grants, Small Business grants, testing and contract tracing, etc.). Under the current requirements all expenditures are required to be completed by December 30, 2020. However, some programs may not expend their entire allocation by the December 30 deadline and therefore there may not be time to reallocate funding to other program areas. Therefore, as required by GAAP and federal single audit act requirements, the attached budget amendment realigns the \$51.23 million in CARES revenue to implement the revised reimbursement process which ensures the County receives this entire funding allocation.

Options:

1. Approve the FY 2020 year-end budget adjustments, and the associated resolution and budget amendments (Attachment #1).
2. Authorize the carry forward of FY 2020 appropriations to the FY 2021 budget by adopting the associated resolution and budget amendment (Attachment #2).
3. Do not authorize the carry forward of FY 2020 appropriations to the FY 2021 budget.
4. Do not approve the year-end budget adjustments.
5. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Resolution and Budget Amendment for FY 2020 Year-End Adjustments
2. Resolution and Budget Amendments for FY 2021 Carry Forward Accounts

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 17th day of November, 2020.

LEON COUNTY, FLORIDA

By: _____
Chair
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: _____

FISCAL YEAR 2019/2020 BUDGET AMENDMENT REQUEST

No: BAB20038
Date: 10/29/2020
County Administrator

Agenda Item No: _____
Agenda Item Date: 11/17/2020
Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

#	Request Detail:							
1	<u>Revenues</u>							
	Account Information				Current Budget	Change	Adjusted Budget	
	Fund	Org	Acct	Prog	Title			
	110	000	399900	000	Appropriated Fund Balance	62,400	2,000,000	2,062,400
					Subtotal:		2,000,000	
	<u>Expenditures</u>							
	Account Information				Current Budget	Change	Adjusted Budget	
	Fund	Org	Acct	Prog	Title			
	110	950	591501	581	Transfer To Fund 001	-	2,000,000	2,000,000
					Subtotal:		2,000,000	
	<u>Revenues</u>							
	Account Information				Current Budget	Change	Adjusted Budget	
	Fund	Org	Acct	Prog	Title			
	501	950	381110	000	Transfer From Fund 110		2,000,000	2,000,000
					Subtotal:		2,000,000	
	<u>Expenditures</u>							
	Account Information				Current Budget	Change	Adjusted Budget	
	Fund	Org	Acct	Prog	Title			
	501	990	59926	599	Reserve for Future Liability	17,691	2,000,000	2,017,691
2	<u>Revenues</u>							
	Account Information				Current Budget	Change	Adjusted Budget	
	Fund	Org	Acct	Prog	Title			
	130	000	399900	000	Appropriated Fund Balance	600,000	300,000	900,000
					Subtotal:		300,000	
	<u>Expenditures</u>							
	Account Information				Current Budget	Change	Adjusted Budget	
	Fund	Org	Acct	Prog	Title			
	130	950	591330	581	Transfer To Fund 330	-	300,000	300,000
					Subtotal:		300,000	
	<u>Revenues</u>							
	Account Information				Current Budget	Change	Adjusted Budget	
	Fund	Org	Acct	Prog	Title			
	330	950	381130	000	Transfer From Fund 130	-	300,000	300,000
					Subtotal:		300,000	
	<u>Expenditures</u>							
	Account Information				Current Budget	Change	Adjusted Budget	
	Fund	Org	Acct	Prog	Title			
	330	990	59902	599	Reserve for Future Projects	97,375	300,000	397,375
					Subtotal:		300,000	

3		<u>Revenues</u>					
Account Information				Current Budget	Change	Adjusted Budget	
Fund	Org	Acct	Prog	Title			
145	000	325201	000	Fire Services Fees	5,559,311	149,372	5,708,683
145	000	325202	000	Fire Services Fees/Assessment	2,416,862	124,351	2,541,213
145	000	325203	000	Fire Services Fees/Assess Delinquents	-	8,803	8,803
145	000	361111	000	Interest		27,082	27,082
				Subtotal:		309,608	
		<u>Expenditures</u>					
Account Information				Current Budget	Change	Adjusted Budget	
Fund	Org	Acct	Prog	Title			
145	838	53400	522	Other Contractual Services	7,852,738	282,526	8,135,264
145	843	55410	522	Infrastructure Less Than 20,000	71,150	26,709	97,859
145	513	59307	586	Tax Collector	50,590	373	50,963
				Subtotal:		309,608	
4		<u>Revenues</u>					
Account Information				Current Budget	Change	Adjusted Budget	
Fund	Org	Acct	Prog	Title			
061	953022	331100	000	Voter Education Funds	24,670	2,325	26,995
124	932052	345100	000	SHIP-DOC Stamp Revenue	131,000	7,446	138,446
124	932054	345100	000	SHIP-DOC Stamp Revenue	207,878	5,225	213,103
				Subtotal:		14,996	
		<u>Expenditures</u>					
Account Information				Current Budget	Change	Adjusted Budget	
Fund	Org	Acct	Prog	Title			
061	953022	55408	513	Machinery and Equipment	16,406	2,325	18,731
124	9325052	585000	554	Housing Rehabilitation	131,000	7,446	138,446
124	932054	585000	554	Housing Rehabilitation	256,145	5,225	261,370
				Subtotal:		14,996	
5		<u>Revenues</u>					
Account Information				Current Budget	Change	Adjusted Budget	
Fund	Org	Acct	Prog	Title			
305	026023	56400	521	Machinery and Equipment	260,000	(8,247)	251,753
				Subtotal:		(8,247)	
		<u>Expenditures</u>					
Account Information				Current Budget	Change	Adjusted Budget	
Fund	Org	Acct	Prog	Title			
305	950	591223	581	Transfer To Fund 223	-	8,247	8,247
				Subtotal:		8,247	
		<u>Revenues</u>					
Account Information				Current Budget	Change	Adjusted Budget	
Fund	Org	Acct	Prog	Title			
223	950	381305	000	Transfer From Fund 305	-	8,247	8,247
				Subtotal:		8,247	
		<u>Expenditures</u>					
Account Information				Current Budget	Change	Adjusted Budget	
Fund	Org	Acct	Prog	Title			
223	979	57200	582	Interest	-	8,247	8,247
				Subtotal:		8,247	

6

Revenues

				Fine and Forfeiture Appropriated Fund			
110	000	399900	000	Balance	40,684	33,648,383	33,689,067
135	000	399900	000	EMS Appropriated Fund Balance	1,095,490	6,666,612	7,762,102
				Subtotal:		40,314,995	

Expenditures

110	950	581128	586	Transfer to CARES Fund	-	33,648,383	33,648,383
135	950	581128	586	Transfer to CARES Fund	-	6,666,612	6,666,612
				Subtotal		40,314,995	

Revenues

128	000	381110	000	Transfer from Fine and Forfeiture	-	33,648,383	33,648,383
128	000	381135	000	Transfer form EMS	-	6,666,612	6,666,612
				Subtotal		40,314,995	40,314,995

Expenditures

128	951020	58109	562	Florida Department of Health-Leon	-	2,000,000	2,000,000
128	951020	58110	562	Testing and Contact Tracing	-	1,992,495	1,992,495
128	951020	58111	562	FQHC Funding	-	1,000,000	1,000,000
128	951020	58112	559	City of Tallahassee	-	5,000,000	5,000,000
128	951020	58113	559	Constitutional and Judicial Offices	-	2,100,000	2,100,000
128	951020	58114	559	Leon County Government	-	5,000,000	5,000,000
128	951020	58314	559	Individual Assistance	-	7,500,000	7,500,000
128	951020	58315	529	Food Insecurity	-	3,300,000	3,300,000
128	951020	58316	554	Local Human Services Assistance	-	2,000,000	2,000,000
128	951020	58317	529	Homelessness Support	-	1,000,000	1,000,000
128	951020	58318	529	Childcare Support	-	920,000	920,000
128	951020	58319	529	Mental Health Services	-	100,000	100,000
128	951020	58321	559	Local Economic Asst for Non-profits	-	602,500	602,500
128	951020	58322	559	Small Business Grants	-	7,500,000	7,500,000
128	951020	58323	559	Local Chambers of Commerce Support	-	300,000	300,000
				Subtotal		40,314,995	

Revenues

128	000	331502	000	CARES Act Funding	51,227,796	(10,912,801)	40,314,995
				Subtotal		(10,912,801)	

Expenditures

128	951020	58327	525	Sheriff Public Safety Personnel	-	33,648,383	33,648,383
128	951020	58328	525	Leon County Public Safety Personnel	-	6,666,612	6,666,612
128	951020	58109	525	Florida Department of Health-Leon	2,000,000	(2,000,000)	-
128	951020	58110	525	Testing and Contact Tracing	3,100,000	(3,100,000)	-
128	951020	58111	525	FQHC Funding	1,000,000	(1,000,000)	-
128	951020	58112	525	City of Tallahassee	5,000,000	(5,000,000)	-
128	951020	58113	525	Constitutional and Judicial Offices	2,100,000	(2,100,000)	-
128	951020	58114	525	Leon County Government	5,000,000	(5,000,000)	-
128	951020	58314	525	Individual Assistance	7,500,000	(7,500,000)	-
128	951020	58315	525	Food Insecurity	3,300,000	(3,300,000)	-
128	951020	58316	525	Local Human Services Assistance	2,000,000	(2,000,000)	-
128	951020	58317	525	Homelessness Support	1,000,000	(1,000,000)	-
128	951020	58318	525	Childcare Support	920,000	(920,000)	-
128	951020	58319	525	Mental Health Services	100,000	(100,000)	-
128	951020	58321	525	Local Economic Asst for Non-profits	602,500	(602,500)	-
128	951020	58322	525	Small Business Grants	7,500,000	(7,500,000)	-
128	951020	58323	525	Local Chambers of Commerce Support	300,000	(300,000)	-
128	951020	58324	525	COVID-19 Economic Disaster Relief	1,158,786	(1,158,786)	-
128	951020	59999	525	RESERVE	8,646,510	(8,646,510)	-
				Subtotal		(10,912,801.00)	

Purpose of Request:	
<p>1) This year end budget adjustment realigns \$2,000,000 in fund balance from Fine and Forfeiture Fund to the Insurance Fund to fund the reserve for the County's worker's compensation future liability; 2) Transfers \$300,000 from the E-911 Emergency Communications Fund to the E-911 Emergency Communications Capital Fund to reserve for future projects; 3) Appropriates \$309,608 in the Fire Services Fund to true up the last year's revenue collections with the City of Tallahassee; 4) Appropriates additional revenue to meet allocated expenditures for various grant programs; 5) Allocates and transfers funding for interest paid on the purchase of the Sheriff's Helicopter to the appropriate debt service fund; 6) Realigns the CARES Act program funding to follow General Accounting Principles (GAP) and federal single audit act requirements.</p>	
Insurance	
_____ Group/Program Director	_____ Budget Manager
Approved By: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion	Scott Ross, Dir., Office of Financial Stewardship Administrator

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2020/2021; 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 17th day of November, 2020.

LEON COUNTY, FLORIDA

By: _____
Chair
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: _____

FISCAL YEAR 2020/2021
BUDGET AMENDMENT REQUEST

No: BAB21004

Agenda Item No:

Date:

Agenda Item Date:

11/17/2020

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>			

Clean-up Carry Forward BARS

Subtotal:

-

Expenditures

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

Purpose of Request:

Division/Department
2502/25

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

☒

Motion

☐

Administrator

☐

FY 2020/2021 Operating Carry Forward Clean Up

Attachment #2
Page 3 of 7

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
General Fund 001						
Appropriated Fund Balance	001	000	399900	000	60,324	
Contractual Services (Library)	001	241	53400	571		60,324
Fund 135 Subtotal					60,324	60,324
Emergency Management Fund: Fund 130						
Appropriated Fund Balance	130	000	399900	000	60,000	
Aid to Government Agencies	130	180	58100	525		60,000
Fund 130 Subtotal					60,000	60,000

FY 2020/2021 Capital Improvement Clean-up Carry Forward

Attachment #2
Page 4 of 7

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Tourist Development: Fund 160						
Appropriated Fund Balance	160	000	399900	000	(176,239)	
Tourist Development Building	160	086065	56200	552		(176,239)
Fund 160 Subtotal					(176,239)	(176,239)
Capital Improvement: Fund 305						
Appropriated Fund Balance	305	000	399900	000	(472,355)	
Apalachee Regional Park	305	045001	56300	572		(29,914)
Parks Capital Maintenance	305	046001	54600	572		(12,934)
County Compute Infrastructure	305	076008	56400	519		(180,129)
Permit & Enforcement Technology	305	076015	56400	537		(9,359)
Courthouse Renovations	305	086027	56201	519		57,032
Detention Facility Complex Maintenance	305	086031	56201	523		(209,330)
Building Roofing Repairs and Replacements	305	086076	56300	519		(109,133)
Building Mechanical Repairs and Improvements	305	086077	54600	519		(11,671)
Building Mechanical Repairs and Improvements	305	086077	56300	519		(11,671)
Building General Maintenance and Renovations	305	086079	54600	519		42,377
Building General Maintenance and Renovations	305	086079	56300	519		42,377
Public Safety Complex	305	096016	56200	529		(40,000)
Fund 305 Subtotal					(472,355)	(472,355)
Gas Tax: Fund 306						
Appropriated Fund Balance	306	000	399900	000	(904,594)	
Transportation and Stormwater Improvements	306	056010	56900	541		(904,594)
Fund 306 Subtotal					(904,594)	(904,594)
Extended Local Option Sales Tax: Fund 309						
Appropriated Fund Balance	309	000	399900	000	(27,747)	
Arterial Collector Local Road Resurfacing	309	056001	56300	541		(17,792)
Community Safety & Mobility	309	056005	56300	541		(9,955)
					(27,747)	(27,747)
Blueprint Joint Participation Agreement Revenue	309	000	343916	000	(331,551)	
Fords Arm - Lexington Pond Retrofit	309	063005	56100	538		(331,551)
					(331,551)	(331,551)
Fund 309 Subtotal					(359,298)	(359,298)
Sales Tax Extension: Fund 351						
Appropriated Fund Balance	351	000	399900	000	(508,640)	
Arterial Collector Resurfacing	351	056001	56900	534		(508,640)
Fund 351 Subtotal					(508,640)	(508,640)

FY 2020/2021 Grant Carry Forward

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
SHIP 2019/2020 Funding						
SHIP Loan Repayment	124	932054	345150	000	(12,622)	
Pool Interest	124	932054	361111	000	(2,679)	
SHIP	124	932054	585000	554		(15,301)
Subtotal					(15,301)	(15,301)
SHIP 2020/2021 Funding						
SHIP Loan Repayment	124	932056	345150	000	38,698	
SHIP	124	932056	585000	554		38,698
Subtotal					38,698	38,698
124 Total					23,397	23,397
St. Marks Headwaters						
Revenue - State Grant	125	047001	337702	000	(29,744)	
Improvements Other than Buildings	125	047001	56300	572		(29,744)
Subtotal					(29,744)	(29,744)
FDOT Smith Creek Bike Lanes						
Revenue - State Grant	125	052004	334401	000	(2,767)	
Improvements Other than Buildings	125	052004	56300	541		(2,767)
Subtotal					(2,767)	(2,767)
FDOT Smith Creek Bike Lanes Phase II						
Revenue - State Grant	125	052005	334402	000	(3,136)	
Improvements Other than Buildings	125	052005	56300	541		(3,136)
Subtotal					(3,136)	(3,136)
Belair-Annawood Septic to Sewer						
Revenue - State Grant	125	062007	334356	000	(10,135)	
Improvements Other than Buildings	125	062007	56900	535		(10,135)
Subtotal					(10,135)	(10,135)
The Big Read - NEA Grant						
Revenue	125	912027	331728	000	2,649	
Operating Supplies	125	912027	55200	571		2,649
Subtotal					2,649	2,649
Friends Literacy Contract						
Revenue - Grant	125	913045	337714	000	(319)	
Books, Publications and Library Materials	125	913045	56600	571		(319)
Subtotal					(319)	(319)
DOT - Big Bend Scenic Byway						
BBSB Grant	125	916017	331494	000	(10,015)	
Improvements Other Than Building	125	916017	56300	529		(10,015)
Subtotal					(10,015)	(10,015)
Boating Improvement						
Revenue - State Grant	125	921043	334792	000	10,802	
Improvements Other than Buildings	125	921043	56300	572		10,802
Subtotal					10,802	10,802
BP Horizon Oil Spill						
Appropriated Fund Balance	125	925017	399900	000	(17,265)	
Building Improvements	125	925017	56201	559		(17,265)
Subtotal					(17,265)	(17,265)
FDEP Springs Restoration						
Revenue - State Grant	125	927128	334368	000	(95,900)	
Improvements Other Than Buildings	125	927128	56300	535		(95,900)
Subtotal					(95,900)	(95,900)
HFA Emergency Repairs Program						
Revenue	125	932019	337502	000	(440)	
Housing Rehabilitation	125	932019	585000	554		(440)
Subtotal					(440)	(440)
FHFC CARES Act Funds						
Other Contractual Services	125	932020	53400	525		(55,000)
Other Current Charges and Obligations	125	932020	54900	525		2,000
FHFC Cares Individual Assistance	125	932020	58314	525		(141,479)
Housing Rehabilitation	125	932020	585000	525		194,479
Subtotal					-	-
EMS COVID-19 Response						
Revenue - State Grant	125	961063	331109	000	(7,618)	
Operating Supplies	125	961063	55200	526	-	(7,618)
Subtotal					(7,618)	(7,618)
Fund 125 Total					(163,888)	(163,888)
Grand Total					(140,491)	(140,491)

FY 2020/2021 Grant Carry Forward

Account Information					Current Budget	Change	Adjusted Budget
					<u>Revenues</u>		
128	000	331502	000	CARES Act Funding	47,167,916	(47,167,916)	-
128	951020	361111	000	Pool Interest	56,330	(56,330)	
					Subtotal:	(47,167,916)	
					<u>Expenditures</u>		
128	951020	58109	525	Florida Department of Health-Leon	1,700,000	(1,700,000)	-
128	951020	58110	525	Testing and Contact Tracing	1,600,000	(1,600,000)	-
128	951020	58111	525	FQHC Funding	2,800,000	(2,800,000)	-
128	951020	58112	525	City of Tallahassee	5,000,000	(5,000,000)	-
128	951020	58113	525	Constitutional and Judicial Offices	1,766,119	(1,766,119)	-
128	951020	58114	525	Leon County Government	4,150,537	(4,150,537)	-
128	951020	58314	525	Individual Assistance	6,199,024	(6,199,024)	-
128	951020	58315	525	Food Insecurity	4,054,850	(4,054,850)	-
128	951020	58316	525	Local Human Services Assistance	1,850,000	(1,850,000)	-
128	951020	58317	525	Homelessness Support	1,444,000	(1,444,000)	-
128	951020	58318	525	Childcare Support	943,000	(943,000)	-
128	951020	58319	525	Mental Health Services	100,000	(100,000)	-
128	951020	58321	525	Local Economic Asst for Non-profits	602,500	(602,500)	-
128	951020	58322	525	Small Business Grants	10,532,990	(10,532,990)	-
128	951020	58323	525	Local Chambers of Commerce Support	266,110	(266,110)	-
128	951020	58324	525	COVID-19 Economic Disaster Relief	1,158,786	(1,158,786)	-
128	951020	58325	525	NON-PROFIT GRANTS	3,000,000	(3,000,000)	-
					Subtotal:	(47,167,916)	
					<u>Revenues</u>		
128	000	33502	000	CARES Act Funding	-	10,912,801	10,912,801
128	000	399900	000	Appropriated Fund Balance	-	47,133,436	47,133,436
128	951020	361111	000	Pool Interest	56,330	56,330	56,330
					Subtotal:	58,102,567	
110	000	399900	000	Fine and Forfeiture Appropriated Fund Balance	40,684	9,108,226	9,108,226
135	000	399900	000	EMS Appropriated Fund Balance	1,095,490	1,804,575	1,804,575
					Subtotal:	10,912,801	
					<u>Expenditures</u>		
110	950	581128	586	Transfer to CARES Fund	-	9,108,226	9,108,226
135	950	581128	586	Transfer to CARES Fund	-	1,804,575	1,804,575
					Subtotal:	10,912,801	
					<u>Expenditures</u>		
128	951020	58327	525	Sheriff Public Safety Personnel	-	9,108,226	9,108,226
128	951020	58328	525	Leon County Public Safety Personnel	-	1,804,575	1,804,575
128	951020	58109	562	Florida Department of Health-Leon	-	1,700,000	1,700,000
128	951020	58110	562	Testing and Contact Tracing	-	1,600,000	1,600,000
128	951020	58111	562	FQHC Funding	-	2,800,000	2,800,000
128	951020	58112	559	City of Tallahassee	-	5,000,000	5,000,000
128	951020	58113	559	Constitutional and Judicial Offices	-	1,713,927	1,713,927
128	951020	58114	559	Leon County Government	-	4,200,758	4,200,758
128	951020	58314	559	Individual Assistance	-	6,222,845	6,222,845
128	951020	58315	529	Food Insecurity	-	4,054,850	4,054,850
128	951020	58316	554	Local Human Services Assistance	-	1,850,000	1,850,000

FY 2020/2021 Grant Carry Forward

128	951020	58317	529	Homelessness Support	-	1,444,000	1,444,000
128	951020	58318	529	Childcare Support	-	943,000	943,000
128	951020	58319	529	Mental Health Services	-	100,000	100,000
128	951020	58321	559	Local Economic Asst for Non-profits	-	602,500	602,500
128	951020	58322	559	Small Business Grants	-	10,532,990	10,532,990
128	951020	58323	559	Local Chambers of Commerce Support	-	266,110	266,110
128	951020	58324	559	COVID-19 Economic Disaster Relief	-	1,158,786	1,158,786
128	951020	58325	559	NON-PROFIT GRANTS	-	3,000,000	3,000,000
Subtotal:						58,102,567	

**Leon County
Board of County Commissioners**

Notes for Agenda Item #10

Leon County Board of County Commissioners

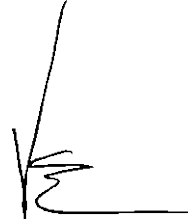
Agenda Item #10

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: FY 2021 Primary Health Care Program Agreements



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Shington Lamy, Director, Office of Human Services and Community Partnerships Tiffany Y. Harris, Health Care Services Coordinator

Statement of Issue:

This item seeks Board approval of the FY 2021 Agreements to provide primary health care services for uninsured and underinsured Leon County residents.

Fiscal Impact:

This item has a fiscal impact. A total of \$1,737,094 has been allocated in the FY 2021 budget to support the agreements authorized in this agenda item.

Staff Recommendation:

Option # 1: Approve the FY 2021 Agreements with Bond Community Health Center, Inc., Neighborhood Medical Center, Inc., Apalachee Center, Inc., Capital Medical Society Foundation/We Care Network, and the Florida A&M University College of Pharmacy to provide health care services for qualified county residents and authorize the County Administrator to execute (Attachments #1, #2, #3, #4 and #5).

Report and Discussion

Background:

This item seeks Board approval of the FY 2021 Agreements to provide primary health care services for uninsured and underinsured Leon County residents. Approval of the Agreements advances 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 particular 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.*

The County contracts annually with the following community-based health care providers: Bond Community Health Center, Inc. (Bond); Neighborhood Medical Center, Inc. (NMC); Apalachee Center, Inc. (Apalachee); Capital Medical Society Foundation/We Care Network (We Care); and the Florida A&M University College of Pharmacy (FAMU), to provide uninsured and underinsured Leon County residents access to primary health care, dental health care, mental health care and pharmaceutical services. In addition to the annual contracts, on September 15, 2020 the Board designated \$317,530 of the Primary Health Care Competitive Provider Reimbursement Pool funds to be used as the required local match funds to allow Bond and NMC access to an additional \$679,739 in federal Low-Income Pool (LIP) funds. This issue will be discussed further in the analysis section of this item.

In accordance with the annual agreements, Bond, NMC, and Apalachee are reimbursed for costs incurred to provide health care services to uninsured and underinsured Leon County residents. Funds are allocated for these services each year by the Board through the Competitive Provider Reimbursement Pool. Each provider is reimbursed for services rendered at a rate of \$125 for each primary health care or dental health care visit and \$80 for each mental health care visit.

In 2016, the Board approved Apalachee's request to utilize \$150,000 of the pooled funds designated for mental health service as the State required local match for the Central Receiving Facility (CRF). For the past five years, a portion of pooled funds have been used by Apalachee to leverage an additional \$1.5 million in State funding to operate the CRF. FY 2021 marks the final year of the local match requirement. The State intends to continue funding the CRF without requiring a local match. Housed on the Apalachee campus, the CRF serves as the single point of entry for multiple behavioral health providers in Leon County and the surrounding areas. CRF staff conducts initial assessments and triage, as well as provide case management and related services, including jail diversion programs for individuals with mental health and substance abuse disorders.

In addition to funds designated for primary health care, dental health care and mental health care services The Board also provides for specialty health care pharmaceutical services provided through the Capital Medical Society Foundation and the FAMU College of Pharmacy Pharmaceutical Services and Diabetes Partnership.

The Capital Medical Society Foundation, also known as We Care, utilizes a network of volunteer specialty care physicians to provide specialized medical and dental services that cannot be provided by a primary care physician. Specialty care services include, but are not limited to cardiology, neurology, internal medicine, orthopedic and orthodontic care.

FAMU Pharmaceutical Services provides coordinated pharmacy services for County residents who receive primary health care services from NMC, and the Leon County Health Department's Richardson-Lewis Health Center (Southside Health Department). FAMU's Diabetes Partnership addresses morbidity and mortality of African Americans with Type 2 diabetes. The Diabetes Partnership provides coordinated services from residents who receive health care services from FAMU, Bond, and NMC.

Analysis:

Leon County contracts annually with multiple community-based providers to ensure access to health care services for uninsured and underinsured Leon County residents. The tables below (1-5) summarize the activities and expenditures associated with the County Health Care Program in FY 2020.

Table #1 illustrates the alignment of the FY 2021 Competitive Provider Reimbursement Pool funds based on the Board's previously approved plan to allow a portion of the funds to be utilized as the required match funding for LIP. The funds used as match are subject to the terms outlined in the annual contract for use of the competitive reimbursement pool funds. Providers must collect and maintain the necessary documentation to verify the funds were used to pay costs associated with health care services for Leon County qualified residents.

Table #1 Competitive Provider Reimbursement Pool Allocations for FY 2021

Health Care Service Area	FY 2021 Allocation	FY 2021 Realignment as Match	FY 2021 Available thru Pool after Match
Primary	\$759,015	\$317,530 ¹	\$441,485
Dental	\$300,000	\$0	\$300,000
Mental	\$264,753	\$150,000 ²	\$114,753
Total	\$1,323,768	\$467,530	\$856,238

1. Represents the sum of Bond and NMC Low Income Pool funding requests.

2. Represents funds for the Central Receiving Facility

Table #2 reflects the number of patient visits and the amount reimbursed for service provided from October 1, 2019 through September 30, 2020. Both Bond and NMC are designated federally qualified health centers (FQHC). As such, both are eligible to receive various state and federal grant funds. As the larger of the two health care providers, with three service points in the community, NMC provided more patient services than Bond. Apalachee is the largest provider of mental health care services in the area. Apalachee also has the capacity to administer primary health care services to patients admitted for mental health treatment.

Table #2: FY 2020 Primary Health Care Competitive Provider Reimbursement Pool Summary of Patient Visits and Reimbursement (October 1, 2019 – September 30, 2020)

Provider	Primary Health Care		Mental Health Care		Dental Health Care		Total	
	# of Patient Visits	Amount Reimbursed	# of Patient Visits	Amount Reimbursed	# of Patient Visits	Amount Reimbursed	# of Patient Visits	Amount Reimbursed
Apalachee	229	\$28,625	2,104	\$169,120 ³	N/A	N/A	2,333	\$197,745
Bond	1,637	\$204,625 ¹	219	\$17,520	781	\$97,625 ¹	2,637	\$317,770
NMC	3,577	\$447,125 ²	433	\$34,640	1,489	\$186,125 ²	5,499	\$667,890
Total	5,443	\$680,375	2,756	\$221,280	2,270	\$283,750	10,469	\$1,185,405

¹ Includes patient visits and \$73,683 in COVID-19 Relief funding.

² Includes patient visits and \$145,111 in COVID-19 Relief funding.

³ Includes patient visits and \$150,000 for Central Receiving Facility.

Both Bond and NMC were heavily involved in conducting community-wide COVID-19 testing in FY 2020. Since the need for additional resources was not anticipated, Bond and NMC's made separate emergency funding requests which the Board approved on April 14, 2020. As requested, Bond was advanced \$73,683 and NMC was advanced \$145,111 from the Competitive Provider Pool funds to purchase additional Personal Protective Equipment and other supplies needed to ensure safety and to help mitigate the spread of the virus. Additional grant funding was provided to all of the primary health care providers through Leon CARES to support the purchase of PPE; Bond and NMC were also contracted with to provide "pop-up" COVID testing.

The final reports submitted by these providers on September 30, 2020 detailed how the emergency funds were used to respond to the COVID-19 pandemic during the months of March, April, and May. NMC reported over 71% of the funds were used to pay the cost of laboratory services (Attachment #6). Bond reported approximately 74% of the advancement was used to provide 437 primary health and dental care services and 19.1% was used to realign staff to provide COVID screenings, trainings and telephone responses in accordance with CDC guidelines addressing workplace safety protocols (Attachment #7).

Like health care providers nationwide, Bond and NMC were required to reprioritize some health care services to ensure adequate capacity to respond to the COVID-19 pandemic. Because many routine primary health care visits were suspended, some funds initially allocated for these services were not needed for the intended purpose. Only critical services (e.g. prenatal examinations vaccinations of newborn babies, etc.) were provided.

Although fewer mental health services were requested as a result of to the pandemic, Apalachee provided 1,875 mental health outpatient services.

As previously referenced, on September 15, 2020 the Board authorized the realignment of \$317,530 of the funds allocated for primary health care services through the Competitive Provider

Reimbursement Pool as the required local match funds to allow Bond and NMC to access an additional \$679,739 in federal Low Income Pool (LIP) funds. The FY 2021 Agreements with Bond and NMC stipulate that the funding provided as the LIP match, will again be recognized as advanced funding from the primary health care portion of the Competitive Pool and further ensures that both providers have access to funds to meet the needs of County residents in the wake of the COVID-19 virus.

Table #3 reflects the Board's FY 2021 allocation of funds for specialty care and pharmaceutical services provided by FAMU and We Care. Due to the pandemic, We Care received fewer patient referrals and delayed scheduling some appointments to ensure the safety of the public and staff. The terms stipulated in FY 2021 contracts with We Care and FAMU are the same as those agreed upon in last year's contracts.

Table #3: FY 2021 Specialty Care Funding

Service Provider	FY 2021
Capital Medical Society Foundation/We Care Network	\$168,826
FAMU Pharmacy Pharmaceutical Services	\$177,500
FAMU Pharmacy Diabetes Partnership	\$67,000
Total Specialty Care Funding	\$413,326

Table #4 illustrates the number of patient referrals and the value of the specialty care services provided from October 1, 2019 through September 30, 2020 for all residents in the Big Bend area. Leon County residents accounted for 766 (38%) of the 1,999 patients referred and 74 (76%) of the total number of patients who received specialized dental services. The value of services provided through We Care is determined by the donating physician and is based on the patient's diagnosis and treatment. Funding allocated to support We Care assists in paying costs associated with staffing a Program Coordinator and Case Managers.

Table #4: Capital Medical Society/We Care (October 2019 – September 2020)

Specialty Medical Care	
Total Patients Referred	1,999
Total Leon County Patients Referred	760
Value of Donated Specialty Medical Care	\$3,488,853.54
Specialty Dental Care	
Total Patients Referred	97
Total Leon County Patients Referred	74
Value of Donated Dental Care	\$25,418.40
Total Value of Specialty Care	\$3,514,271.94

Like We Care, funding provided to the FAMU Pharmacy also supports cost for staffing positions in the Pharmaceutical Services and the Diabetes Collaborative Partnership Program. FAMU Pharmacy continues to educate patients in the proper use of medications and other services such

as the discount Prescription Assistance Program (PAP) to enhance their quality of life. A snapshot of the number of prescriptions filled and the associated retail value and the number of patients that received medications through the PAP are provided below in Table #5.

Table #5: FAMU Pharmacy (October 2019- September 2020)

Prescriptions Filled and Retail Value	
Number of Prescriptions Filled	3,981
Retail value of Prescriptions Filled	\$42,838.61
Number of Prescription Assistance Program (PAP) Medications Received	99
Retail Value of PAP Medications Received	\$2,874,439.14

The Board's approval of the FY 2021 Agreements will ensure access to health care services for Leon County's uninsured and underinsured residents.

Options:

1. Approve the Agreements with Bond Community Health Center, Inc., Neighborhood Medical Center, Inc., Apalachee Center, Inc., Capital Medical Society Foundation/We Care Network and the Florida A&M University College of Pharmacy to provide health care for qualified County residents and authorize the County Administrator to execute (Attachments #1, #2, #3, #4, and #5).
2. Do not approve the Agreements with Bond Community Health Center, Inc., Neighborhood Medical Center, Inc., Apalachee Center, Inc., Capital Medical Society Foundation/We Care Network and the Florida A&M University College of Pharmacy.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Bond Community Health Center, Inc. Agreement
2. Neighborhood Medical Center, Inc. Agreement
3. Apalachee Center, Inc. Agreement
4. Capital Medical Society Foundation/We Care Network Agreement
5. Florida A&M University College of Pharmacy Agreement
6. NMC Subgrant-Agreement COVID-19 Advanced Funding Report
7. Bond Subgrant -Agreement COVID-19 Advanced Funding Report

PRIMARY HEALTHCARE SERVICES AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as (the "County") and Bond Community Health Center, Inc., hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

RECITALS

WHEREAS, the County allocated funding from its General Revenue Fund for the provision of primary care, dental care and mental health services to residents of the County; and

WHEREAS, the Leon County Commission authorized and approved funding for the Primary Healthcare Competitive Provider Pool's Primary Healthcare Category in the amount of \$1,323,768, of which up to \$441,485 may be used for primary care visits, up to \$300,000 may be used for dental care visits, and up to \$114,753 may be used for mental health visits by the Contractor to aid in increasing access to healthcare services for uninsured and indigent Leon County residents; and

WHEREAS, the County authorized and approved to provide matching funds (also known as Intergovernmental Transfers - IGT) up to \$119,819, on behalf of the Contractor to be distributed to the Agency for Health Care Administration's (AHCA) to allow the Provider access to Low Income Pool (LIP) funding; and

WHEREAS, the County desires to engage the Contractor to render services, and the Contractor desires to render certain primary, dental and mental health care services to such County residents as specifically described in Attachment I; and

NOW, THEREFORE, in consideration of the following mutual covenants and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1: TERM

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 2: SCOPE OF SERVICES

The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services to be undertaken as set forth in Attachment I: Statement of Provider Services which is attached hereto and incorporated by reference. No amount of work is provided for or guaranteed to the Contractor under this Agreement.

SECTION 3: CONTRACT PERFORMANCE

The Contractor shall perform primary, dental and mental health care services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto the appropriate primary, dental and mental health care standards.

SECTION 4: CONTRACT SUM

1. The County shall advance \$119,819 of the funds from the Primary Healthcare Competitive Provider Pool to the Florida Agency for Health Care Administration on behalf of the Provider as grant match funds which will leverage an additional \$256,497 in federal funds for the Provider to provide services. The Contractor will be reimbursed for submitted primary health care visits in the health care pool for the months of October 2020 through March 2021. Primary Healthcare visits submitted for the months of April 2021 through September 30, 2021 will not be eligible for reimbursement from the health care competitive provider pool for primary care services until all advanced LIP funds have been expended and proof of supporting documentation of expending the total amount of the advanced funds, by performing the appropriate number of patient primary health care visits that represent the equivalency rate defined per visits. The Contractor is required to exhaust the total funds advanced prior to seeking payment for services from the funds remaining in the Primary HealthCare Competitive Pool. If the Contractor fail to submit primary health care visits equivalent to the amount of the advanced LIP funds provided to AHCA by the submission of the September 30, 2021 invoice, the provider must repay the difference of the unused advance LIP funds to the County by October 30, 2021.
2. The Contractor may access only the remaining Primary Care, Dental Care and Mental Health funds in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit for Primary Care; \$125 per patient visit for Dental Care; \$80 per patient visit for Mental Health Care.

SECTION 5: PAYMENTS AND PAYMENT DISPUTES RESOLUTION

Payment shall be made, and payment disputes resolved in accordance with section 14, Leon County Policy 96-1, as amended. The performance of the County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement. Payment conditions shall include the following:

1. Prior to submission of the Primary Healthcare monthly invoice, the Contractor shall input all client data, and all client eligibility documentation, including but not limited to, the required fields into the County's HSCP Management System as specified in Attachment I, Section A.3.b.
2. All Primary Healthcare invoices shall be generated through the County's HSCP Management System. Services are reimbursed when a properly completed invoice is submitted through the HSCP Management System. The method and amount of compensation to the Contractor for the performance of the Scope of Services under this Agreement is dependent upon the amount of funds available per service category. All invoice payments are subject to the availability of funds.
3. Funding provided in this Agreement for Intergovernmental Transfers (IGT) funding shall reimbursed during the months of April 2021 through September 30, 2021. The Contractor

shall request reimbursement for Primary Care visits once \$119,819 in LIP match funding is exhausted.

4. In the event the Contractor fails to meet the established performance goals for LIP funding, the Contractor agrees to reimburse the County any unspent funds.
5. In the event the Contractor does not expend the total funds advanced in the amount of \$119,819 the Contractor shall reimburse the County the remaining funds no later than October 30, 2021.
6. The Contractor will not be paid for any services provided to Medicaid clients. Similarity, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.
7. The County shall be reimbursed for any payment for services that are not performed according to the terms of this Agreement.

SECTION 6: PROGRAM INCOME

In the event the Contractor receives income/payment as a result of its performance of the required work or services after being reimbursed by the County, 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 income. All provisions of this Agreement shall apply to such specified services.

SECTION 7: TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give Contractor such thirty (30) days written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by providing a notice of termination to the Contractor.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

SECTION 8: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee.

The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

SECTION 9: AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
2. 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.
3. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
5. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
 - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
 - b. 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.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.
- d. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES COORDINATOR
918 RAILROAD AVENUE
TALLAHASSEE, FL 32310
PHONE: 850-606-1900
EMAIL: HARRISTI@LEONCOUNTYFL.GOV**

SECTION 10: NOTICES

All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Bond Community Health Center, Inc.:	Temple O. Robinson, MD Bond Community Health Center, Inc. 1720 South Gadsden Street Tallahassee, FL 32301
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Notice to the COUNTY:

Shington Lamy, Director
Leon County
Office of Human Services and Community
Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

SECTION 11: CONTRACT MANAGEMENT

1. The Healthcare Services Coordinator shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for Primary Healthcare Services rendered by the Contractor hereunder, unless or until a written notice is provided to the Contractor stating otherwise.
2. No officer, employee, agent or representative of the Contractor shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.
3. For the purpose of this section, a Contractor's representative shall include, but not be limited to, the Contractor, an individual or its employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Contractor.
4. The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

SECTION 12: MONITORING

The County will monitor the performance of the Contractor annually with respect to completion of the services identified in Attachment I: Statement of Provider Services. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Agreement and interview any clients and employees of the Contractor to assure the County of the Contractor's satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

The County reserves the right to conduct financial and program monitoring of all awards to the Contractor 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.

SECTION 13: REPORTS

The Contractor shall submit a monthly report of Primary Care, Dental Care and Mental Health activity through the County's HSCP Management System. Reports shall be due no later than the thirtieth (30th) day of the month following the reporting period. Documentation of all services and required patient information must be uploaded into the County's HSCP Management System. All patient documents are subject to review by County staff.

SECTION 14: INSURANCE

The Contractor 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 Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor 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 Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. 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.

SECTION 15: INDEPENDENT STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

SECTION 16: CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

SECTION 17: REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The Parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary

SECTION 18: ASSIGNMENTS

This Agreement shall not be assigned as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

SECTION 19: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

SECTION 20: INDEPENDENT STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

SECTION 21: CONFLICTING EMPLOYMENT

For the duration of this Agreement, the Contractor shall not enter into any other agreements that would ethically conflict with its obligations under this Agreement.

SECTION 22: LICENSES

The Contractor shall be responsible for obtaining and maintaining its city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, the Contractor shall be in default of this Agreement as of the date such license is lost.

SECTION 23: UNAUTHORIZED ALIEN(S) AND E-VERIFY

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for termination of this Agreement by the County.

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).

2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
 - c. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or any other authorized state agency consistent herewith.
 - d. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.

SECTION 24: NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts but the same shall be and remain at all times, in full force and effect.

SECTION 25: VENUE

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

SECTION 26: COMPLIANCE WITH ANTI-DISCRIMINATION

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Contractor shall comply with the

Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law or County ordinance that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, disability, sexual orientation or gender identity.

SECTION 27: SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

SECTION 28: FORCE MAJEURE

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of disability. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

SECTION 29: SURVIVAL OF OBLIGATIONS

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

SECTION 30: COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

SECTION 31: SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

SECTION 32: DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments, which shall be addressed and resolved in accordance with Section 5.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
 - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
 - b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
 - c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
 - d. Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
 - e. If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.
2. Attorneys' Fees and Costs.
 - a. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

SECTION 33: ALL TERMS AND CONDITIONS INCLUDED

This Agreement and its attachments as referenced, Attachment I and Exhibits A, B & C contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall

be stricken.

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

BOND COMMUNITY HEALTH CENTER INC.

BY: _____
Temple O. Robinson, MD
Chief Executive Officer

Date: _____

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

ATTEST:

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Chasity O'Steen, Esq.
County Attorney

STATEMENT OF PROVIDER SERVICES

A. Services to be Provided

1. Definition of Terms

Program Terms.

- a. **Primary Care Services.** Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- b. **Primary Care Client.** A person who has been determined to be eligible for primary care services and receives any client service funded by this agreement.
- c. **Dental Care Services.** Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the dentist in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive dental health services and continuing management of the dental health care needs of registered clients.
- d. **Dental Care Bundles.** Comprehensive care for patients to receive all necessary dental services to include an exam and dental procedure(s) that will be completed at once visit and billed as one visit. One eligible Medicaid reimbursed procedure must be completed during the visit to qualify for a one visit reimbursement dental bundle. (Exhibit A)
- e. **Mental Health Services.** Basic diagnostic procedures and drug or other therapeutic modalities (i.e. treatment plans) ordered or provided by the mental health practitioner in the course of treating the patient.
- f. **Mental Health Client.** A person who has been determined to be eligible for mental health services and receives any client service funded by this agreement.
- g. **Service Unit (Patient Visit).** Primary Care and/or Mental Health visit (throughout the agreement period) per eligible enrolled client.
- h. **Adult,** is any eligible client who is 18 years of age or older.
- i. **Child,** is any eligible client who is 17 years of age or younger.

2. General Description

a. General Statement.

- (1) Primary Care Services must be provided by telemedicine or in an in

person office visit which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.

- (2) Dental Care Services must be provided in an in-person office visit which includes basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the dentist in the course of treating the patient, along with ambulatory care, preventive dental health services and continuing management of the dental health care needs of registered clients.
- (3) Mental Health Services must be provided by telemedicine or in an in-person office visit. The Provider will employ psychiatrists and/or ARNPs and case managers to provide appropriate mental health services which include basic diagnostic procedures and drug, or other therapeutic modalities ordered or provided by the mental health practitioner in the course of treating the patient, along with ambulatory care, preventive mental health services and continuing management of the mental health care needs of registered clients.
- (4) Case managers will assist eligible patients in accessing any third-party payer for which they may be eligible, such as Medicaid and Florida Healthy Kids at every Visit.
- (5) Case managers will assist eligible patients in accessing other social services needs such as food, housing and transportation.
- (6) The Provider will provide all billable services under this agreement at Bond Community Health Center that meet the needs and requirements of the eligible patient, or Provider must arrange for the delivery of some or all of such services through one or more subcontractors.
- (7) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures must be adhered to.

b. Authority.

Legal authority for contract and services – Sections 154.01, and 154.011, F.S.

c. Scope of Service.

The Provider must provide the services as specified in section B. of this Attachment.

d. Major Program Goals.

The goal of the Primary Healthcare Program is to improve the health and well-being of

eligible clients in the community through the delivery of primary healthcare, dental care and mental health access to persons without third party payers such as Medicaid for services which they may be eligible.

3. Clients Served.

a. General Description.

A Primary Care, Dental Care and/or Mental Health Client includes any person who is eligible to be a patient of Bond Community Health Center, Inc., a Leon County resident, meets the federal poverty guidelines, needs medical and/or mental health care, and has no health insurance for the service provided at the time of the patient visit.

b. Client Eligibility.

- (1) Eligibility for services under this agreement is limited to those clients with net incomes less than 100% of the most current federal poverty levels established by the U.S. Department of Health and Human Services. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care, dental care or mental health clients.
- (2) Clients eligible under this agreement are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures and documented proof of residency.
- (3) Clients eligible under this agreement are limited to documented telemedicine and in-person office visits.
- (4) No fees of any kind shall be charged for registered comprehensive primary care clients or mental health clients who are below 100% of the most current federal poverty levels for the patient visit reimbursed under this agreement.
- (5) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged and assisted by Provider's staff to pursue obtaining Medicaid.
- (6) It is permissible to purge from the pool of eligible clients, during the eligibility re-determination period, those who have not sought services in one year. This action may be taken only after the client is notified, in writing, of the need to re-determine eligibility and no response occurs within one month. Documentation of this notification must be maintained in the client's file. If this policy is followed by the Provider, then a

statement of the policy must be added to the Client Participation Agreement (Exhibit B).

c. Client Determination.

The Provider must determine eligibility for enrollment into the Primary Healthcare Program. Eligibility, as defined in A.3.b., must be re-determined annually; however, Medicaid eligibility must be determined at every patient visit. A person determined ineligible has the right to request re-determination of eligibility at any time if his or her income and/or Medicaid status changes.

B. Manner of Service Provision

1. Service Tasks

a. Task List.

Provider must offer the following primary care services:

1. Ambulatory care services for children and adults consistent with acceptable medical practice and the standards and recommendations of the American Academy of Pediatrics, the American College of Physicians, or the American Academy of Family Physicians.
2. Preventive health services and continuing management of the healthcare needs of registered clients; including referral, when needed, for secondary or tertiary care.
3. Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic services ordered or provided by the primary care practitioner in the course of treating the patient.
4. Dental services must be consistent with the acceptable practice and follow the standards of care set by the American Dental Association. Provider must provide services according to the Dental Care Bundles Services established in the agreement. Services must include prevention, treatment, follow up, and referral as needed. One eligible Medicaid reimbursed procedure must be completed during the visit to qualify for a one visit reimbursement dental care bundle.
5. Early Periodic Screening Diagnostic and Treatment Services (EPSDT), child health supervision and coordination with improved pregnancy outcome programs. Child health supervision services shall follow the periodic schedule and include the services as established by the American Academy

of Pediatrics Standards of Child Health Care.

6. The primary care Provider must establish referral protocols with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.
7. Clinic services should be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during normal hours of operation.
8. Twenty-four hour telephone access must be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
 - (a) speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
 - (b) speaking to an answering service that will contact a health professional. The on-call health Provider must be a physician, physician assistant or an advance registered nurse practitioner.
 - (c) calling an answering machine that gives the caller the telephone number of the nearest emergency room.
9. Provider must offer the following mental health services:

ARNPs/Psychiatrists will

- a) provide mental health assessments
- b) assist with Patient Assistance Program (PAP) application for medications
- c) provide crisis intervention
- d) evaluate mental status
- e) evaluate medication needs
- f) maintain medication and physical history
- g) complete and maintain treatment plan
- h) perform other related duties as needed

Social Workers/Case Managers will

- a) assist clients to obtain Medicaid and/or Medicaid disability benefits
- b) value services needed
- c) complete psychosocial history
- d) provide referrals to community resources
- e) assist with SSI application as needed
- f) provide crisis intervention
- g) complete a treatment plan

h) perform other related duties as needed

10. Client registration.

Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as Exhibit B. Each client must also receive a copy of the Florida Patient's Bill of Rights and Responsibilities, Exhibit C, and a listing of the services that can be obtained through the Provider.

11. The Provider must deliver all of the primary care, dental care and mental health services, or it must arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the Provider must offer to registered clients, the Provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

2. Staffing Requirements

a. Staffing Levels.

The Provider must maintain sufficient staff to deliver the agreed upon services. The Provider or its subcontractor will provide physicians, dentists, nurse practitioners, physician assistants, nurses, case managers and/or psychiatrists and other licensed health professionals with experience to provide the agreed upon services.

b. Professional Qualifications.

The Provider will maintain a personnel file for all staff provided under this agreement. All physicians, dentists, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care or mental health clients referenced in this agreement must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.

c. Staffing Changes.

The County must be notified in writing of termination of employment of the Executive Director, Chief Executive Officer, or equivalent position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

Other staffing changes may be made as long as the staff members continue to meet the staffing levels in section B.2.a. above and the professional qualifications in B.2.b.

d. Subcontractors.

The Provider must deliver all of the primary care and mental health services itself, or it must arrange for the delivery of some or all of such services through one or more subcontractors. All subcontractors are subject to the same conditions of this attachment. Subcontracts must be approved by the County and will not include administrative or indirect costs as separate line items.

3. Service Location and Equipment

a. Service Delivery Location.

The services listed above must be provided at the following location or any of Bond's satellite locations:

Bond Community Health Center, Inc.
1720 S. Gadsden Street
Tallahassee, FL 32301

Facilities in which the services are provided must be maintained so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.

b. Service Times:

Clinic Hours:	
Monday - Thursday	8:00 a.m. to 6:00 p.m.
Friday	8:00 a.m. to 1:00 p.m.
Saturday	9:00 a.m. to 2:00 p.m.

Any hours of operation requested outside of these hours will be provided at the health center's expense.

Temporary changes in the clinic schedules (not to exceed two weeks) require a verbal or

written notification to the County. Permanent changes (exceeding two weeks) require an agreement amendment.

Provider must notify the County in writing (letter or email) when scheduling for new patient appointments exceed one hundred twenty (120) days and scheduling for an established patient appointment exceeds ninety (90) days.

c. Changes in Location.

The County must be notified in writing of changes in the Provider's location at least one month prior to moving. In the event of an emergency, temporary changes in location must be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment.

The Provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

4. Deliverables

a. Service Visits.

Service visits are defined as primary care, dental care or mental health visits, provided during the agreement period. Multiple visits for the same category may not be billed for any patient for the same date of service. Services are limited by the financial terms of this agreement.

b. Reports.

- (1) The Provider is required prior to submission of each monthly report to input into the County's HSCP Management System all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section A.3.b. of services provided under the agreement for the reporting period. All reports and invoices shall be generated through the County's HSCP Management System.

- (2) Monthly Service Report and Reimbursement Request

Provider must submit an electronic Monthly Service Report and Reimbursement Request in the HSCP Management System on or before the 30th day of the following month.

- (3) Uniform Data System Reports

The Provider shall submit a copy of their completed FY19/20 Uniform Data System (UDS) Report to the County by **March 31, 2020**.

(4) Quarterly Clinical and Performance Data

The provider must submit by the 15th day at the end of each quarter a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, progress toward program goals, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(5) Quarterly Clinical and Performance Data

Provider must submit, no less than quarterly, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(6) Client Satisfaction Surveys.

All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute a client satisfaction survey no less than quarterly. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visit.

(7) Quality Assurance Review.

The Provider must hold at least one QA Committee meeting during the term of this agreement. Copies of the QA Committee minutes must be provided within 10 days upon request and made available for review during monitoring.

c. Records and Documentation.

All information contained in health records is confidential, with access governed by state and federal laws. Included in the definition of confidential information is the name, address, medical, social and financial data as well as the number and type of services received by clients of the Provider.

5. Performance Specifications

a. Standards Definitions.

The Provider must maintain the personnel sufficient to provide for patient services as described in the agreement.

b. Outcomes and Outputs.

The benefits that will result from this agreement are that the clients/patients will have ambulatory care, preventative health services, and continuing management of their health needs. As a result, there will be an improved health status and better quality of life for those registered clients and the community.

The benefits of integrated mental health services are that the clients/patients will have mental health care and case management of their mental health needs. As a result, there will be an improved health status and better quality of life for the clients/ patients and the community.

c. Monitoring and Evaluation Methodology.

In addition to Section 12 of the Agreement:

- (1) The Provider will be monitored a minimum of once per year. However, the County reserves the right to perform additional monitoring reviews as deemed necessary. Monitoring will be accomplished through a review of the case files, quality assurance reviews and patient satisfaction surveys, to verify that the information in reports is accurate and that the terms of the agreement are being met. Financial records, equipment and the facility will be monitored for compliance with the agreement.
- (2) Provider will receive a written report of the monitoring visit within 45 business days of the visit.
- (3) If a corrective action plan is indicated, the Provider must submit to the County, in writing, plans to correct the deficiencies within 30 calendar days of receiving the County's written monitoring report. The County may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

6. Provider Responsibilities

a. Provider Unique Activities.

- (1) The Provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the County whenever the Provider is unable or is going to be unable to provide the required quality or quantity of services.

b. Coordination with other Providers and Entities.

The Provider must coordinate services with other Providers and entities for the benefit of the client and within the terms of this agreement with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the

client. The failure of other Providers to render services to the eligible client does not alleviate the Provider from the obligation to provide tasks or services as outlined in this agreement.

7. County Responsibilities

a. Obligations.

The Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the agreement terms are being fulfilled according to the agreement specifications.

b. Determinations.

The Leon County Office of Human Services and Community Partnerships shall have the final authority as to the amount of funds available for this agreement.

C. Special Provisions

1. Grievance and Fair Hearing Procedure

The Provider must have a system through which clients may present grievances about patient care services. The Provider must advise clients of: (1) their right to appeal denial or exclusion from the program or the failure to take account of recipient's choice of service, or a complaint about the quality of service and (2) their right to a fair hearing in these respects. Notice of the Provider's action or decision and the right to appeal must be given verbally and in writing in language the client understands, at the time of the decision or action, but no later than ten days after same. Whenever an applicant or recipient requests a fair hearing the Provider must make arrangements to provide such a hearing.

The Provider must notify the County each time a grievance is filed. All written complaints must be considered grievances.

END OF TEXT

**Leon County
Primary Healthcare Competitive Provider Pool
Dental Bundles**

The goal of the Primary Healthcare Dental Care is to deliver comprehensive care to patients by providing all necessary dental treatments. Dental Bundles have been established as a guideline for what the County considers as acceptable dental visits. The following Medicaid dental procedures are eligible for reimbursement. One or more of the procedures will be reimbursed as one visit. The procedure and any follow-up visits must be completed before an invoice can be submitted.

- A. Preventative (one or more of the following during a visit) – Dental services that are concerned with the prevention of dental diseases through educational and protective measures; these may include the following:
 - 1. Cleaning
 - 2. Cleaning and adjustment of dentures and partial dentures
 - 3. Polishing teeth, including fillings and crowns
 - 4. Removal of plaque and tartar
 - 5. Sealants (for children)
 - 6. Topical Fluoride application
- B. Diagnostic (one or more of the following, at a minimum an evaluation, during a visit) – Dental services used to detect dental problems and/or disease; these may include the following:
 - 1. Checking biting, chewing and swallowing patterns
 - 2. Evaluation
 - 3. Oral cancer examination and screening
 - 4. Referral to specialists for specific treatment
 - 5. X-rays or examination of teeth to detect decay
 - 6. Prescription
- C. Basic Restorative Care (one or more of the following during a visit) - Dental procedures to repair and restore individual teeth due to decay, trauma, impaired function, attrition, abrasion or erosion; these may include the following:
 - 1. Extractions
 - 2. Fillings
- D. Major Restorative Care (one or more of the following during a visit if services are currently offered by the Provider) - Dental procedures concerned with the restoration of teeth, these may include the following:
 - 1. Bridges
 - 2. Crowns
 - 3. Dentures
 - 4. Oral surgery (extractions) – post-op care is included
 - 5. Periodontics
 - 6. Root canals (endodontic) – only billed when final procedure is completed.

CLIENT PARTICIPATION AGREEMENT

This is to certify that _____

(Name of Applicant)

SSN _____ and the following member(s) of his or her family may receive primary care medical services from **Bond Community Health Center, Inc.** for the period

_____ through _____.

Eligible Family Members

1. _____ SSN _____
2. _____ SSN _____
3. _____ SSN _____
4. _____ SSN _____

These services have been explained to me. I certify that all information I have given regarding income and family size is true and correct to the best of my knowledge. I understand that although I, or a member of my family, may be referred for specialty care, hospitalization or other higher-level care, there is no obligation for the Provider to pay for these services. I understand that I am responsible for following the treatment prescribed by medical personnel for my family and me. I will notify **Bond Community Health Center, Inc.** when one of my family members cannot keep an appointment. If I do not use these services for one year, a letter may be sent advising me of the need to re-determine my eligibility, and if I do not respond within two weeks, my name may be removed from the client list. This does not prevent me from re-enrolling as an active client in the future.

Applicant's Signature

Date

Witness' Signature

Date

SUMMARY OF THE FLORIDA PATIENT'S BILL OF RIGHTS AND RESPONSIBILITIES

Florida law requires that your health care provider or health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your health care provider or health care facility. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his or her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.
- A patient has the right to bring any person of his or her choosing to the patient-accessible areas of the health care facility or provider's office to accompany the patient while the patient is receiving inpatient or outpatient treatment or is consulting with his or her health care provider, unless doing so would risk the safety or health of the patient, other patients, or staff of the facility or office or cannot be reasonably accommodated by the facility or provider.
- A patient has the right to know what rules and regulations apply to his or her conduct.
- A patient has the right to be given by the health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his or her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment; whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the health care provider or health care facility which served him or her and to the appropriate state licensing agency.
- A patient is responsible for providing to the health care provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.
- A patient is responsible for reporting unexpected changes in his or her condition to the health care provider.
- A patient is responsible for reporting to the health care provider whether he or she comprehends a contemplated course of action and what is expected of him or her.
- A patient is responsible for following the treatment plan recommended by the health care provider.
- A patient is responsible for keeping appointments and, when he or she is unable to do so for any reason, for notifying the health care provider or health care facility.
- A patient is responsible for his or her actions if he or she refuses treatment or does not follow the health care provider's instructions.
- A patient is responsible for assuring that the financial obligations of his or her health care are fulfilled as promptly as possible.
- A patient is responsible for following health care facility rules and regulations affecting patient care and conduct.

PRIMARY HEALTHCARE SERVICES AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as (the "County") and Neighborhood Medical Center, Inc., hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

RECITALS

WHEREAS, the County allocated funding from its General Revenue Fund for the provision of primary care, dental care and mental health services to residents of the County; and

WHEREAS, the Leon County Commission authorized and approved funding for the Primary Healthcare Competitive Provider Pool's Primary Healthcare Category in the amount of \$1,323,768, of which up to \$441,485 may be used for primary care visits, up to \$300,000 may be used for dental care visits, and up to \$114,753 may be used for mental health visits by the Contractor to aid in increasing access to healthcare services for uninsured and indigent Leon County residents; and

WHEREAS, the County authorized and approved to provide matching funds (also known as Intergovernmental Transfers - IGT) up to \$197,711, on behalf of the Contractor to be distributed to the Agency for Health Care Administration's (AHCA) to allow the Provider access to Low Income Pool (LIP) funding; and

WHEREAS, the County desires to engage the Contractor to render services, and the Contractor desires to render certain primary, dental and mental health care services to such County residents as specifically described in Attachment I; and

NOW, THEREFORE, in consideration of the following mutual covenants and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1: TERM

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 2: SCOPE OF SERVICES

The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services to be undertaken as set forth in Attachment I: Statement of Provider Services which is attached hereto and incorporated by reference. No amount of work is provided for or guaranteed to the Contractor under this Agreement.

SECTION 3: CONTRACT PERFORMANCE

The Contractor shall perform primary, dental and mental health care services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto the appropriate primary, dental and mental health care standards.

SECTION 4: CONTRACT SUM

1. The County shall advance \$197,711 of the funds from the Primary Healthcare Competitive Provider Pool to the Florida Agency for Health Care Administration on behalf of the Provider as grant match funds which will leverage an additional \$256,497 in federal funds for the Provider to provide services. The Contractor will be reimbursed for submitted primary health care visits in the health care pool for the months of October 2020 through March 2021. Primary Healthcare visits submitted for the months of April 2021 through September 30, 2021 will not be eligible for reimbursement from the health care competitive provider pool for primary care services until all advanced LIP funds have been expended and proof of supporting documentation of expending the total amount of the advanced funds, by performing the appropriate number of patient primary health care visits that represent the equivalency rate defined per visits. The Contractor is required to exhaust the total funds advanced prior to seeking payment for services from the funds remaining in the Primary HealthCare Competitive Pool. If the Contractor fail to submit primary health care visits equivalent to the amount of the advanced LIP funds provided to AHCA by the submission of the September 30, 2021 invoice, the provider must repay the difference of the unused advance LIP funds to the County by October 30, 2021.
2. The Contractor may access only the remaining Primary Care, Dental Care and Mental Health funds in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit for Primary Care; \$125 per patient visit for Dental Care; \$80 per patient visit for Mental Health Care.

SECTION 5: PAYMENTS AND PAYMENT DISPUTES RESOLUTION

Payment shall be made, and payment disputes resolved in accordance with section 14, Leon County Policy 96-1, as amended. The performance of the County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement. Payment conditions shall include the following:

1. Prior to submission of the Primary Healthcare monthly invoice, the Contractor shall input all client data, and all client eligibility documentation, including but not limited to, the required fields into the County's HSCP Management System as specified in Attachment I, Section A.3.b.
2. All Primary Healthcare invoices shall be generated through the County's HSCP Management System. Services are reimbursed when a properly completed invoice is submitted through the HSCP Management System. The method and amount of compensation to the Contractor for the performance of the Scope of Services under this Agreement is dependent upon the amount of funds available per service category. All invoice payments are subject to the availability of funds.
3. Funding provided in this Agreement for Intergovernmental Transfers (IGT) funding shall reimbursed during the months of April 2021 through September 30, 2021. The Contractor shall request reimbursement for Primary Care visits once \$197,711 in LIP match funding is exhausted.

4. In the event the Contractor fails to meet the established performance goals for LIP funding, the Contractor agrees to reimburse the County any unspent funds.
5. In the event the Contractor does not expend the total funds advanced in the amount of \$197,711 the Contractor shall reimburse the County the remaining funds no later than October 30, 2021.
6. The Contractor will not be paid for any services provided to Medicaid clients. Similarity, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.
7. The County shall be reimbursed for any payment for services that are not performed according to the terms of this Agreement.

SECTION 6: PROGRAM INCOME

In the event the Contractor receives income/payment as a result of its performance of the required work or services after being reimbursed by the County, 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 income. All provisions of this Agreement shall apply to such specified services.

SECTION 7: TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give Contractor such thirty (30) days written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by providing a notice of termination to the Contractor.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

SECTION 8: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

SECTION 9: AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
2. 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.
3. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
5. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
 - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
 - b. 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.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and

following termination of the Agreement if the Contractor does not transfer the records to the County.

- d. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES COORDINATOR
918 RAILROAD AVENUE
TALLAHASSEE, FL 32310
PHONE: 850-606-1900
EMAIL: HARRISTI@LEONCOUNTYFL.GOV**

SECTION 10: NOTICES

All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Neighborhood Medical Center, Inc.:

Jeanne S. Freeman, CEO
Neighborhood Medical Center, Inc.
872 West Orange Avenue
Tallahassee, FL 32310

Notice to the COUNTY:

Shington Lamy, Director
Leon County

Office of Human Services and Community
Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

SECTION 11: CONTRACT MANAGEMENT

1. The Healthcare Services Coordinator shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for Primary Healthcare Services rendered by the Contractor hereunder, unless or until a written notice is provided to the Contractor stating otherwise.
2. No officer, employee, agent or representative of the Contractor shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.
3. For the purpose of this section, a Contractor's representative shall include, but not be limited to, the Contractor, an individual or its employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Contractor.
4. The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

SECTION 12: MONITORING

The County will monitor the performance of the Contractor annually with respect to completion of the services identified in Attachment I: Statement of Provider Services. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Agreement and interview any clients and employees of the Contractor to assure the County of the Contractor's satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

The County reserves the right to conduct financial and program monitoring of all awards to the Contractor 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.

SECTION 13: REPORTS

The Contractor shall submit a monthly report of Primary Care, Dental Care and Mental Health activity through the County's HSCP Management System. Reports shall be due no later than the thirtieth (30th) day of the month following the reporting period. Documentation of all services and required patient information must be uploaded into the County's HSCP Management System. All patient documents are subject to review by County staff.

SECTION 14: INSURANCE

The Contractor 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 Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor 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 Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. 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.

SECTION 15: INDEPENDENT STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

SECTION 16: CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

SECTION 17: REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The Parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary

SECTION 18: ASSIGNMENTS

This Agreement shall not be assigned as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to it hereunder without

the previous written consent of the County.

SECTION 19: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

SECTION 20: INDEPENDENT STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

SECTION 21: CONFLICTING EMPLOYMENT

For the duration of this Agreement, the Contractor shall not enter into any other agreements that would ethically conflict with its obligations under this Agreement.

SECTION 22: LICENSES

The Contractor shall be responsible for obtaining and maintaining its city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, the Contractor shall be in default of this Agreement as of the date such license is lost.

SECTION 23: UNAUTHORIZED ALIEN(S) AND E-VERIFY

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for termination of this Agreement by the County.

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date

of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.

3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
 - c. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or any other authorized state agency consistent herewith.
 - d. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.

SECTION 24: NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts but the same shall be and remain at all times, in full force and effect.

SECTION 25: VENUE

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

SECTION 26: COMPLIANCE WITH ANTI-DISCRIMINATION

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Contractor shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law or County ordinance that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, disability, sexual orientation or gender identity.

SECTION 27: SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

SECTION 28: FORCE MAJEURE

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of disability. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

SECTION 29: SURVIVAL OF OBLIGATIONS

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

SECTION 30: COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

SECTION 31: SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

SECTION 32: DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments, which shall be addressed and resolved in accordance with Section 5.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
 - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.

- b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
 - c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
 - d. Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
 - e. If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.
2. Attorneys' Fees and Costs.
- a. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

SECTION 33: ALL TERMS AND CONDITIONS INCLUDED

This Agreement and its attachments as referenced, Attachment I and Exhibits A, B & C contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

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

NEIGHBORHHOD MEDICAL CENTER INC.

BY: _____

Jeanne S. Freeman
Chief Executive Officer

Date: _____

LEON COUNTY, FLORIDA

BY: _____

Vincent S. Long
County Administrator

ATTEST:

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____

Chasity O'Steen, Esq.
County Attorney

STATEMENT OF PROVIDER SERVICES

A. Services to be Provided

1. Definition of Terms

Program Terms.

- a. **Primary Care Services.** Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- b. **Primary Care Client.** A person who has been determined to be eligible for primary care services and receives any client service funded by this agreement.
- c. **Dental Care Services.** Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the dentist in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive dental health services and continuing management of the dental health care needs of registered clients.
- d. **Dental Care Bundles.** Comprehensive care for patients to receive all necessary dental services to include an exam and dental procedure(s) that will be completed at once visit and billed as one visit. One eligible Medicaid reimbursed procedure must be completed during the visit to qualify for a one visit reimbursement dental bundle. (Exhibit A)
- e. **Mental Health Services.** Basic diagnostic procedures and drug or other therapeutic modalities (i.e. treatment plans) ordered or provided by the mental health practitioner in the course of treating the patient.
- f. **Mental Health Client.** A person who has been determined to be eligible for mental health services and receives any client service funded by this agreement.
- g. **Service Unit (Patient Visit).** Primary Care and/or Mental Health visit (throughout the agreement period) per eligible enrolled client.
- h. **Adult,** is any eligible client who is 18 years of age or older.
- i. **Child,** is any eligible client who is 17 years of age or younger.

2. General Description

a. General Statement.

- (1) Primary Care Services must be provided by telemedicine or in an in

person office visit which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.

- (2) Dental Care Services must be provided in an in-person office visit which includes basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the dentist in the course of treating the patient, along with ambulatory care, preventive dental health services and continuing management of the dental health care needs of registered clients.
- (3) Mental Health Services must be provided by telemedicine or in an in-person office visit. The Provider will employ psychiatrists and/or ARNPs and case managers to provide appropriate mental health services which include basic diagnostic procedures and drug, or other therapeutic modalities ordered or provided by the mental health practitioner in the course of treating the patient, along with ambulatory care, preventive mental health services and continuing management of the mental health care needs of registered clients.
- (4) Case managers will assist eligible patients in accessing any third-party payer for which they may be eligible, such as Medicaid and Florida Healthy Kids at every Visit.
- (5) Case managers will assist eligible patients in accessing other social services needs such as food, housing and transportation.
- (6) The Provider will provide all billable services under this agreement at Neighborhood Medical Center that meet the needs and requirements of the eligible patient, or Provider must arrange for the delivery of some or all of such services through one or more subcontractors.
- (7) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures must be adhered to.

b. Authority.

Legal authority for contract and services – Sections 154.01, and 154.011, F.S.

c. Scope of Service.

The Provider must provide the services as specified in section B. of this Attachment.

d. Major Program Goals.

The goal of the Primary Healthcare Program is to improve the health and well-being of eligible clients in the community through the delivery of primary healthcare, dental care

and mental health access to persons without third party payers such as Medicaid for services which they may be eligible.

3. Clients Served.

a. General Description.

A Primary Care, Dental Care and/or Mental Health Client includes any person who is eligible to be a patient of Neighborhood Medical Center, Inc., a Leon County resident, meets the federal poverty guidelines, needs medical and/or mental health care, and has no health insurance for the service provided at the time of the patient visit.

b. Client Eligibility.

- (1) Eligibility for services under this agreement is limited to those clients with net incomes less than 100% of the most current federal poverty levels established by the U.S. Department of Health and Human Services. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care, dental care or mental health clients.
- (2) Clients eligible under this agreement are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures and documented proof of residency.
- (3) Clients eligible under this agreement are limited to documented telemedicine and in-person office visits.
- (4) No fees of any kind shall be charged for registered comprehensive primary care clients or mental health clients who are below 100% of the most current federal poverty levels for the patient visit reimbursed under this agreement.
- (5) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged and assisted by Provider's staff to pursue obtaining Medicaid.
- (6) It is permissible to purge from the pool of eligible clients, during the eligibility re-determination period, those who have not sought services in one year. This action may be taken only after the client is notified, in writing, of the need to re-determine eligibility and no response occurs within one month. Documentation of this notification must be maintained in the client's file. If this policy is followed by the Provider, then a statement of the policy must be added to the Client Participation Agreement (Exhibit B).

c. Client Determination.

The Provider must determine eligibility for enrollment into the Primary Healthcare Program. Eligibility, as defined in A.3.b., must be re-determined annually; however, Medicaid eligibility must be determined at every patient visit. A person determined ineligible has the right to request re-determination of eligibility at any time if his or her income and/or Medicaid status changes.

B. Manner of Service Provision

1. Service Tasks

a. Task List.

Provider must offer the following primary care services:

1. Ambulatory care services for children and adults consistent with acceptable medical practice and the standards and recommendations of the American Academy of Pediatrics, the American College of Physicians, or the American Academy of Family Physicians.
2. Preventive health services and continuing management of the healthcare needs of registered clients; including referral, when needed, for secondary or tertiary care.
3. Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic services ordered or provided by the primary care practitioner in the course of treating the patient.
4. Dental services must be consistent with the acceptable practice and follow the standards of care set by the American Dental Association. Provider must provide services according to the Dental Care Bundles Services established in the agreement. Services must include prevention, treatment, follow up, and referral as needed. One eligible Medicaid reimbursed procedure must be completed during the visit to qualify for a one visit reimbursement dental care bundle.
5. Early Periodic Screening Diagnostic and Treatment Services (EPSDT), child health supervision and coordination with improved pregnancy outcome programs. Child health supervision services shall follow the periodic schedule and include the services as established by the American Academy of Pediatrics Standards of Child Health Care.

6. The primary care Provider must establish referral protocols with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.
7. Clinic services should be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during normal hours of operation.
8. Twenty-four hour telephone access must be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
 - (a) speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
 - (b) speaking to an answering service that will contact a health professional. The on-call health Provider must be a physician, physician assistant or an advance registered nurse practitioner.
 - (c) calling an answering machine that gives the caller the telephone number of the nearest emergency room.
9. Provider must offer the following mental health services:

ARNPs/Psychiatrists will

- a) provide mental health assessments
- b) assist with Patient Assistance Program (PAP) application for medications
- c) provide crisis intervention
- d) evaluate mental status
- e) evaluate medication needs
- f) maintain medication and physical history
- g) complete and maintain treatment plan
- h) perform other related duties as needed

Social Workers/Case Managers will

- a) assist clients to obtain Medicaid and/or Medicaid disability benefits
- b) evaluate services needed
- c) complete psychosocial history
- d) provide referrals to community resources
- e) assist with SSI application as needed
- f) provide crisis intervention
- g) complete a treatment plan
- h) perform other related duties as needed

10. Client registration.

Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as Exhibit B. Each client must also receive a copy of the Florida Patient's Bill of Rights and Responsibilities, Exhibit C, and a listing of the services that can be obtained through the Provider.

11. The Provider must deliver all of the primary care, dental care and mental health services, or it must arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the Provider must offer to registered clients, the Provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

2. Staffing Requirements

a. Staffing Levels.

The Provider must maintain sufficient staff to deliver the agreed upon services. The Provider or its subcontractor will provide physicians, dentists, nurse practitioners, physician assistants, nurses, case managers and/or psychiatrists and other licensed health professionals with experience to provide the agreed upon services.

b. Professional Qualifications.

The Provider will maintain a personnel file for all staff provided under this agreement. All physicians, dentists, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care or mental health clients referenced in this agreement must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.

c. Staffing Changes.

The County must be notified in writing of termination of employment of the Executive

Director, Chief Executive Officer, or equivalent position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

Other staffing changes may be made as long as the staff members continue to meet the staffing levels in section B.2.a. above and the professional qualifications in B.2.b.

d. Subcontractors.

The Provider must deliver all of the primary care and mental health services itself, or it must arrange for the delivery of some or all of such services through one or more subcontractors. All subcontractors are subject to the same conditions of this attachment. Subcontracts must be approved by the County and will not include administrative or indirect costs as separate line items.

3. Service Location and Equipment

a. Service Delivery Location.

The services listed above must be provided at the following location or any of Neighborhood's satellite locations:

Neighborhood Medical Center
438 W. Brevard Street
Tallahassee, FL 32301

Richardson-Lewis Health Center
872 W. Orange Ave.
Tallahassee, FL 32310

Smith-Williams Center
2295 Pasco St.
Tallahassee, FL 32310

Cecil V. Butler Dental
604 E. 5th Avenue
Havana, FL 32333

Millicent Holifield Health Academy
3013 Jim Lee Road
Tallahassee, FL 32301

Facilities in which the services are provided must be maintained so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.

b. Service Times (Main Location 438 Brevard Street):

Clinic Hours:	
Monday – Wednesday	8:00 a.m. to 6:00 p.m.
Thursday	8:00 a.m. to 8:00 p.m.

Friday

8:00 a.m. to 6:00 p.m.

Any hours of operation requested outside of these hours will be provided at the health center's expense.

Temporary changes in the clinic schedules (not to exceed two weeks) require a verbal or written notification to the County. Permanent changes (exceeding two weeks) require an agreement amendment.

Provider must notify the County in writing (letter or email) when scheduling for new patient appointments exceed one hundred twenty (120) days and scheduling for an established patient appointment exceeds ninety (90) days.

c. Changes in Location.

The County must be notified in writing of changes in the Provider's location at least one month prior to moving. In the event of an emergency, temporary changes in location must be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment.

The Provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

4. Deliverables

a. Service Visits.

Service visits are defined as primary care, dental care or mental health visits, provided during the agreement period. Multiple visits for the same category may not be billed for any patient for the same date of service. Services are limited by the financial terms of this agreement.

b. Reports.

- (1) The Provider is required prior to submission of each monthly report to input into the County's HSCP Management System all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section A.3.b. of services provided under the agreement for the reporting period. All reports and invoices shall be generated through the County's HSCP Management System.

- (2) Monthly Service Report and Reimbursement Request

Provider must submit an electronic Monthly Service Report and Reimbursement

Request in the HSCP Management System on or before the 30th day of the following month.

(3) Uniform Data System Reports

The Provider shall submit a copy of their completed FY19/20 Uniform Data System (UDS) Report to the County by **March 31, 2020**.

(4) Quarterly Clinical and Performance Data

The provider must submit by the 15th day at the end of each quarter a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, progress toward program goals, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(5) Quarterly Clinical and Performance Data

Provider must submit, no less than quarterly, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(6) Client Satisfaction Surveys.

All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute a client satisfaction survey no less than quarterly. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visit.

(7) Quality Assurance Review.

The Provider must hold at least one QA Committee meeting during the term of this agreement. Copies of the QA Committee minutes must be provided within 10 days upon request and made available for review during monitoring.

c. Records and Documentation.

All information contained in health records is confidential, with access governed by state and federal laws. Included in the definition of confidential information is the name, address, medical, social and financial data as well as the number and type of services received by clients of the Provider.

5. Performance Specifications

a. Standards Definitions.

The Provider must maintain the personnel sufficient to provide for patient services as described in the agreement.

b. Outcomes and Outputs.

The benefits that will result from this agreement are that the clients/patients will have ambulatory care, preventative health services, and continuing management of their health needs. As a result, there will be an improved health status and better quality of life for those registered clients and the community.

The benefits of integrated mental health services are that the clients/patients will have mental health care and case management of their mental health needs. As a result, there will be an improved health status and better quality of life for the clients/ patients and the community.

c. Monitoring and Evaluation Methodology.

In addition to Section 12 of the Agreement:

- (1) The Provider will be monitored a minimum of once per year. However, the County reserves the right to perform additional monitoring reviews as deemed necessary. Monitoring will be accomplished through a review of the case files, quality assurance reviews and patient satisfaction surveys, to verify that the information in reports is accurate and that the terms of the agreement are being met. Financial records, equipment and the facility will be monitored for compliance with the agreement.
- (2) Provider will receive a written report of the monitoring visit within 45 business days of the visit.
- (3) If a corrective action plan is indicated, the Provider must submit to the County, in writing, plans to correct the deficiencies within 30 calendar days of receiving the County's written monitoring report. The County may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

6. Provider Responsibilities

a. Provider Unique Activities.

- (1) The Provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the County whenever the Provider is unable or is going to be unable to provide the required quality or quantity of services.

- b. Coordination with other Providers and Entities.
The Provider must coordinate services with other Providers and entities for the benefit of the client and within the terms of this agreement with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the client. The failure of other Providers to render services to the eligible client does not alleviate the Provider from the obligation to provide tasks or services as outlined in this agreement.

7. County Responsibilities

- a. Obligations.

The Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the agreement terms are being fulfilled according to the agreement specifications.

- b. Determinations.

The Leon County Office of Human Services and Community Partnerships shall have the final authority as to the amount of funds available for this agreement.

C. Special Provisions

1. Grievance and Fair Hearing Procedure

The Provider must have a system through which clients may present grievances about patient care services. The Provider must advise clients of: (1) their right to appeal denial or exclusion from the program or the failure to take account of recipient's choice of service, or a complaint about the quality of service and (2) their right to a fair hearing in these respects. Notice of the Provider's action or decision and the right to appeal must be given verbally and in writing in language the client understands, at the time of the decision or action, but no later than ten days after same. Whenever an applicant or recipient requests a fair hearing the Provider must make arrangements to provide such a hearing.

The Provider must notify the County each time a grievance is filed. All written complaints must be considered grievances.

END OF TEXT

**Leon County
Primary Healthcare Competitive Provider Pool
Dental Bundles**

The goal of the Primary Healthcare Dental Care is to deliver comprehensive care to patients by providing all necessary dental treatments. Dental Bundles have been established as a guideline for what the County considers as acceptable dental visits. The following Medicaid dental procedures are eligible for reimbursement. One or more of the procedures will be reimbursed as one visit. The procedure and any follow-up visits must be completed before an invoice can be submitted.

- A. Preventative (one or more of the following during a visit) – Dental services that are concerned with the prevention of dental diseases through educational and protective measures; these may include the following:
 - 1. Cleaning
 - 2. Cleaning and adjustment of dentures and partial dentures
 - 3. Polishing teeth, including fillings and crowns
 - 4. Removal of plaque and tartar
 - 5. Sealants (for children)
 - 6. Topical Fluoride application
- B. Diagnostic (one or more of the following, at a minimum an evaluation, during a visit) – Dental services used to detect dental problems and/or disease; these may include the following:
 - 1. Checking biting, chewing and swallowing patterns
 - 2. Evaluation
 - 3. Oral cancer examination and screening
 - 4. Referral to specialists for specific treatment
 - 5. X-rays or examination of teeth to detect decay
 - 6. Prescription
- C. Basic Restorative Care (one or more of the following during a visit) - Dental procedures to repair and restore individual teeth due to decay, trauma, impaired function, attrition, abrasion or erosion; these may include the following:
 - 1. Extractions
 - 2. Fillings
- D. Major Restorative Care (one or more of the following during a visit if services are currently offered by the Provider) - Dental procedures concerned with the restoration of teeth, these may include the following:
 - 1. Bridges
 - 2. Crowns
 - 3. Dentures
 - 4. Oral surgery (extractions) – post-op care is included
 - 5. Periodontics
 - 6. Root canals (endodontic) – only billed when final procedure is completed.

CLIENT PARTICIPATION AGREEMENT

This is to certify that _____

(Name of Applicant)

SSN _____ and the following member(s) of his or her family may receive primary care medical services from **Neighborhood Medical Center, Inc.** for the period

_____ through _____.

Eligible Family Members

1. _____ SSN _____
2. _____ SSN _____
3. _____ SSN _____
4. _____ SSN _____

These services have been explained to me. I certify that all information I have given regarding income and family size is true and correct to the best of my knowledge. I understand that although I, or a member of my family, may be referred for specialty care, hospitalization or other higher-level care, there is no obligation for the Provider to pay for these services. I understand that I am responsible for following the treatment prescribed by medical personnel for my family and me. I will notify **Neighborhood Medical Center, Inc.** when one of my family members cannot keep an appointment. If I do not use these services for one year, a letter may be sent advising me of the need to re-determine my eligibility, and if I do not respond within two weeks, my name may be removed from the client list. This does not prevent me from re-enrolling as an active client in the future.

Applicant's Signature

Date

Witness' Signature

Date

SUMMARY OF THE FLORIDA PATIENT'S BILL OF RIGHTS AND RESPONSIBILITIES

Florida law requires that your health care provider or health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your health care provider or health care facility. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his or her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.
- A patient has the right to bring any person of his or her choosing to the patient-accessible areas of the health care facility or provider's office to accompany the patient while the patient is receiving inpatient or outpatient treatment or is consulting with his or her health care provider, unless doing so would risk the safety or health of the patient, other patients, or staff of the facility or office or cannot be reasonably accommodated by the facility or provider.
- A patient has the right to know what rules and regulations apply to his or her conduct.
- A patient has the right to be given by the health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his or her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment; whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the health care provider or health care facility which served him or her and to the appropriate state licensing agency.
- A patient is responsible for providing to the health care provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.
- A patient is responsible for reporting unexpected changes in his or her condition to the health care provider.
- A patient is responsible for reporting to the health care provider whether he or she comprehends a contemplated course of action and what is expected of him or her.
- A patient is responsible for following the treatment plan recommended by the health care provider.
- A patient is responsible for keeping appointments and, when he or she is unable to do so for any reason, for notifying the health care provider or health care facility.
- A patient is responsible for his or her actions if he or she refuses treatment or does not follow the health care provider's instructions.
- A patient is responsible for assuring that the financial obligations of his or her health care are fulfilled as promptly as possible.
- A patient is responsible for following health care facility rules and regulations affecting patient care and conduct.

PRIMARY HEALTHCARE SERVICES AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as (the "County") and Apalachee Center, Inc., hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

RECITALS

WHEREAS, the County allocated funding from its General Revenue Fund for the provision of primary care and mental health services to residents of the County; and

WHEREAS, the Leon County Commission authorized and approved funding for the Primary Healthcare Competitive Provider Pool's in the amount of \$1,323,768, of which up to \$441,485 may be used for primary care visits and up to \$114,753 may be used for mental health visits by the Contractor to aid in increasing access to healthcare services for uninsured and indigent Leon County residents; and

WHEREAS, the County authorized and approved up to \$150,000 for the Central Receiving Facility; and

WHEREAS, the County desires to engage the Contractor to render services, and the Contractor desires to render certain primary and mental health care services to such County residents as specifically described in Attachment I; and

NOW, THEREFORE, in consideration of the following mutual covenants and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1: TERM

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 2: SCOPE OF SERVICES

The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services to be undertaken as set forth in Attachment I: Statement of Provider Services which is attached hereto and incorporated by reference. No amount of work is provided for or guaranteed to the Contractor under this Agreement.

SECTION 3: CONTRACT PERFORMANCE

The Contractor shall perform primary and mental health care services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto the appropriate primary and mental health care standards.

SECTION 4: CONTRACT SUM

The Contractor may access only the Primary Care Category funds in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit and \$80 per patient visit for Mental Health Care.

The County shall reimburse the Contractor 1/12 of the allocation for the Central Receiving Facility in the amount of \$12,500 monthly for up to a total of \$150,000.

SECTION 5: PAYMENTS AND PAYMENT DISPUTES RESOLUTION

Payment shall be made, and payment disputes resolved in accordance with section 14, Leon County Policy 96-1, as amended. The performance of the County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement. Payment conditions shall include the following:

1. Prior to submission of the Primary Healthcare monthly invoice, the Contractor shall input all client data, and all client eligibility documentation, including but not limited to, the required fields into the County's HSCP Management System as specified in Attachment I, Section A.3.b.
2. All Primary Healthcare invoices shall be generated through the County's HSCP Management System. Services are reimbursed when a properly completed invoice is submitted through the HSCP Management System. The method and amount of compensation to the Contractor for the performance of the Scope of Services under this Agreement is dependent upon the amount of funds available per service category. All invoice payments are subject to the availability of funds.
3. Submit monthly invoices requesting 1/12 payment of the total allocation for the Central Receiving Facility in the amount of \$12,500 at the end of each month.
4. The Contractor will not be paid for any services provided to Medicaid clients. Similarly, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.
5. The County shall be reimbursed for any payment for services that are not performed according to the terms of this Agreement.

SECTION 6: PROGRAM INCOME

In the event the Contractor receives income/payment as a result of its performance of the required work or services after being reimbursed by the County, 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 income. All provisions of this Agreement shall apply to such specified services.

SECTION 7: TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give Contractor such thirty (30) days written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by providing a notice of termination to the Contractor.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

SECTION 8: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

SECTION 9: AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
2. 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.
3. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. To assure that all records required to be maintained by the Contractor hereby shall be

subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.

5. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
 - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
 - b. 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.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.
 - d. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES COORDINATOR
918 RAILROAD AVENUE
TALLAHASSEE, FL 32310
PHONE: 850-606-1900
EMAIL: HARRISTI@LEONCOUNTYFL.GOV**

SECTION 10: NOTICES

All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Apalachee Center, Inc.:	Jay Reeve, PhD Chief Executive Officer Apalachee Center, Inc. 2634-J Capital Circle NE Tallahassee, FL 32302
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Notice to the COUNTY:	Shington Lamy, Director Leon County Office of Human Services and Community Partnerships 918 Railroad Avenue Tallahassee, FL 32310
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SECTION 11: CONTRACT MANAGEMENT

1. The Healthcare Services Coordinator shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for Primary Healthcare Services rendered by the Contractor hereunder, unless or until a written notice is provided to the Contractor stating otherwise.
2. No officer, employee, agent or representative of the Contractor shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.
3. For the purpose of this section, a Contractor's representative shall include, but not be limited to, the Contractor, an individual or its employee, partner, officer, director,

consultant, lobbyist, or any actual or potential subcontractor or consultant of the Contractor.

4. The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

SECTION 12: MONITORING

The County will monitor the performance of the Contractor annually with respect to completion of the services identified in Attachment I: Statement of Provider Services. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Agreement and interview any clients and employees of the Contractor to assure the County of the Contractor's satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

The County reserves the right to conduct financial and program monitoring of all awards to the Contractor 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.

SECTION 13: REPORTS

The Contractor shall submit a monthly report of Primary Care Services, Mental Health and Central Receiving Facility activity through the County's HSCP Management System. Reports shall be due no later than the thirtieth (30th) day of the month following the reporting period. Documentation of all services and required patient information must be uploaded into the County's HSCP Management System. All patient documents are subject to review by County staff.

SECTION 14: INSURANCE

The Contractor 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 Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor 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 Contractor accepts full

responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. 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.

SECTION 15: INDEPENDENT STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

SECTION 16: CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

SECTION 17: REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The Parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary

SECTION 18: ASSIGNMENTS

This Agreement shall not be assigned as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

SECTION 19: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

SECTION 20: INDEPENDENT STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

SECTION 21: CONFLICTING EMPLOYMENT

For the duration of this Agreement, the Contractor shall not enter into any other agreements that would ethically conflict with its obligations under this Agreement.

SECTION 22: LICENSES

The Contractor shall be responsible for obtaining and maintaining its city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, the Contractor shall be in default of this Agreement as of the date such license is lost.

SECTION 23: UNAUTHORIZED ALIEN(S) AND E-VERIFY

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for termination of this Agreement by the County.

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.
3. Contractor will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.

- b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- c. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or any other authorized state agency consistent herewith.
- d. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.

SECTION 24: NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts but the same shall be and remain at all times, in full force and effect.

SECTION 25: VENUE

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

SECTION 26: COMPLIANCE WITH ANTI-DISCRIMINATION

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Contractor shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law or County ordinance that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, disability, sexual orientation or gender identity.

SECTION 27: SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

SECTION 28: FORCE MAJEURE

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of disability. The party claiming Force Majeure shall promptly

notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term “Force Majeure” does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

SECTION 29: SURVIVAL OF OBLIGATIONS

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

SECTION 30: COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

SECTION 31: SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

SECTION 32: DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments, which shall be addressed and resolved in accordance with Section 5.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
 - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
 - b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
 - c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor’s designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
 - d. Should the Director and the Contractor’s designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor’s designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.

- e. If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

2. Attorneys' Fees and Costs.

- a. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

SECTION 33: ALL TERMS AND CONDITIONS INCLUDED

This Agreement and its attachments as referenced, Attachment I and Exhibits A & B contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

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

APALACHEE CENTER INC.

LEON COUNTY, FLORIDA

BY: _____

Jay Reeve, PhD
Chief Executive Officer

BY: _____

Vincent S. Long
County Administrator

Date: _____

ATTEST:

Virginia Kelly
Financial Officer

ATTEST:

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

BY: _____

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____

Chasity O'Steen, Esq.
County Attorney

STATEMENT OF PROVIDER SERVICES

A. Services to be Provided

1. Definition of Terms

Program Terms.

- a. **Primary Care Services.** Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- b. **Primary Care Client.** A person who has been determined to be eligible for primary care services and receives any client service funded by this agreement.
- c. **Mental Health Services.** Basic diagnostic procedures and drug or other therapeutic modalities (i.e. treatment plans) ordered or provided by the mental health practitioner in the course of treating the patient.
- d. **Mental Health Client.** A person who has been determined to be eligible for mental health services and receives any client service funded by this agreement.
- e. **Service Unit (Patient Visit).** Primary Care and/or Mental Health visit (throughout the agreement period) per eligible enrolled client.
- f. **Adult,** is any eligible client who is 18 years of age or older.
- g. **Child,** is any eligible client who is 17 years of age or younger.

2. General Description

a. General Statement.

- (1) Primary Care Services must be provided by telemedicine or in an in-person office visit which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- (2) Mental Health Services must be provided by telemedicine or in an in-person office visit. The Provider will employ psychiatrists and/or ARNPs and case managers to provide appropriate mental health services which include basic diagnostic procedures and drug or other therapeutic modalities ordered or

provided by the mental health practitioner in the course of treating the patient, along with ambulatory care, preventive mental health services and continuing management of the mental health care needs of registered clients.

- (3) Case managers will assist eligible patients in accessing any third-party payer for which they may be eligible, such as Medicaid and Florida Healthy Kids at every visit.
- (4) Case managers will assist eligible patients in accessing other social services needs such as food, housing and transportation.
- (5) The Provider will provide all billable services under this agreement at Apalachee Center, Inc. that meet the needs and requirements of the eligible patient, or Provider must arrange for the delivery of some or all of such services through one or more subcontractors.
- (6) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures must be adhered to.

b. Authority.

Legal authority for contract and services – Sections 154.01, and 154.011, F.S.

c. Scope of Service.

The Provider must provide the services as specified in section B. of this Attachment.

d. Major Program Goals.

The goal of the Primary Healthcare Program is to improve the health and well-being of eligible clients in the community through the delivery of primary healthcare and mental health access to persons without third party payers such as Medicaid or services which they may be eligible.

3. Clients Served.

a. General Description.

A Primary Care and/or Mental Health Client includes any person who is eligible to be a patient of Apalachee Center, Inc., a Leon County resident, meets the federal poverty guidelines, needs medical and/or mental health care, and has no health insurance for the service provided at the time of the patient visit.

b. Client Eligibility.

- (1) Eligibility for services under this agreement is limited to those clients with net incomes less than 100% of the most current federal poverty levels established by the U.S. Department of Health and Human Services. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care or mental health clients.
- (2) Clients eligible under this agreement are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures and documented proof of residency.
- (3) Clients eligible under this agreement are limited to documented telemedicine or in-person office visits.
- (4) No fees of any kind shall be charged for registered comprehensive primary care clients or mental health clients who are below 100% of the most current federal poverty levels for the patient visit reimbursed under this agreement.
- (5) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged and assisted by Provider's staff to pursue obtaining Medicaid.
- (6) It is permissible to purge from the pool of eligible clients, during the eligibility re-determination period, those who have not sought services in one year. This action may be taken only after the client is notified, in writing, of the need to re-determine eligibility and no response occurs within one month. Documentation of this notification must be maintained in the client's file. If this policy is followed by the Provider, then a statement of the policy must be added to the Client Participation Agreement (Exhibit A).

c. Client Determination.

The Provider must determine eligibility for enrollment into the Primary Healthcare Program. Eligibility, as defined in A.3.b., must be re-determined annually; however, Medicaid eligibility must be determined at every patient visit. A person determined ineligible has the right, however, to request re-determination of eligibility at any time if his or her income and/or Medicaid status changes.

B. Manner of Service Provision

1. Service Tasks

a. Task List.

Provider must offer the following primary care services:

1. Ambulatory care services for children and adults consistent with acceptable medical practice and the standards and recommendations of the American Academy of Pediatrics, the American College of Physicians, or the American Academy of Family Physicians.
2. Preventive health services and continuing management of the healthcare needs of registered clients; including referral, when needed, for secondary or tertiary care.
3. Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic services ordered or provided by the primary care practitioner in the course of treating the patient.
4. Early Periodic Screening Diagnostic and Treatment Services (EPSDT), child health supervision and coordination with improved pregnancy outcome programs. Child health supervision services shall follow the periodic schedule and include the services as established by the American Academy of Pediatrics Standards of Child Health Care.
5. The primary care Provider must establish referral protocols with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.
6. Clinic services should be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during normal hours of operation.
7. Twenty-four hour telephone access must be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
 - (a) speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
 - (b) speaking to an answering service that will contact a health professional. The on-call health Provider must be a physician, physician assistant or an advance registered nurse practitioner.
 - (c) calling an answering machine that gives the caller the telephone number of the nearest emergency room.

8. Provider must offer the following mental health services:

ARNPs/Psychiatrists will

- a) provide mental health assessments
- b) assist with Patient Assistance Program (PAP) application for medications
- c) provide crisis intervention
- d) evaluate mental status
- e) evaluate medication needs
- f) maintain medication and physical history
- g) complete and maintain treatment plan
- h) perform other related duties as needed

Social Workers/Case Managers will

- a) assist clients to obtain Medicaid and/or Medicaid disability benefits
- b) evaluate services needed
- c) complete psychosocial history
- d) provide referrals to community resources
- e) assist with SSI application as needed
- f) provide crisis intervention
- g) complete a treatment plan
- h) perform other related duties as needed

9. Client registration.

Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as Exhibit A. Each client must also receive a copy of the Florida Patient's Bill of Rights and Responsibilities, Exhibit B, and a listing of the services that can be obtained through the Provider.

10. The Provider must deliver all of the primary care and mental health services, or it must arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the Provider must offer to registered clients, the Provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

2. Staffing Requirements

a. Staffing Levels.

The Provider must maintain sufficient staff to deliver the agreed upon services. The Provider or its subcontractor will provide physicians, nurse practitioners, physician assistants, nurses, case managers and/or psychiatrists and other licensed health professionals with experience to provide the agreed upon services.

b. Professional Qualifications.

The Provider will maintain a personnel file for all staff provided under this agreement. All physicians, dentists, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care or mental health clients referenced in this agreement must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.

c. Staffing Changes.

The County must be notified in writing of termination of employment of the Executive Director, Chief Executive Officer, or equivalent position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

Other staffing changes may be made as long as the staff members continue to meet the staffing levels in section B.2.a. above and the professional qualifications in B.2.b.

d. Subcontractors.

The Provider must deliver all of the primary care and mental health services itself, or it must arrange for the delivery of some or all of such services through one or more subcontractors. All subcontractors are subject to the same conditions of this attachment. Subcontracts must be approved by the County and will not include administrative or indirect costs as separate line items.

3. Service Location and Equipment

a. Service Delivery Location.

The services listed above must be provided at the following location:

Apalachee Center, Inc.
2634 Capital Circle, NE
Tallahassee, FL 32308
Phone: (850) 523-3333

Facilities in which the services are provided must be maintained so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.

b. Service Times:

The provider staff will work up to a 40 hour week (M-F, 8 am – 5pm). After-regular-hours services may be scheduled based upon a specific need.

Any hours of operation requested outside of these hours will be provided at the health center's expense.

Temporary changes in the clinic schedules (not to exceed two weeks) require a verbal or written notification to the County. Permanent changes (exceeding two weeks) require an agreement amendment.

Provider must notify the County in writing (letter or email) when scheduling for new patient appointments exceed one hundred twenty (120) days and scheduling for an established patient appointment exceeds ninety (90) days.

c. Changes in Location.

The County must be notified in writing of changes in the Provider's location at least one month prior to moving. In the event of an emergency, temporary changes in location must be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment.

The Provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

4. Deliverables

a. Service Units.

Service units are defined as primary care or mental health visits, provided during the agreement period. Multiple units for the same category may not be billed for any patient for the same date of service. Services are limited by the financial terms of this agreement.

b. Reports.

(1) The Provider is required prior to submission of each monthly report to input into the County's HSCP Management System all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section A.3.b. of services provided under the agreement for the reporting period. All reports and invoices shall be generated through the County's HSCP Management System.

(2) Monthly Service Report and Reimbursement Request

Provider must submit an electronic Primary Healthcare Monthly Service Report and Reimbursement Request in the HSCP Management System on or before the 30th day of the following month. A monthly report detailing the following demographic data and the number of client's activities for the Central Receiving Facility during the period for Leon County and for the District:

- a. Total Number of Patient Bed Days - Crisis Stabilization Unit
- b. Total Number of Patient Bed Days - Detoxification Unit
- c. Total Number of Admissions to Path, Detoxification and Eastside Psychiatric Hospital units
- d. Number of Residents Transferred Between Inpatient Units
- e. The Number of Admission Screenings
- f. The Number of Uninsured Patient Screenings
- g. The Number of Outpatient Visits
- h. Reasons Residents Were Not Admitted
- i. Total Number of Unique (Unduplicated) Residents Served By
 - i. Age
 - ii. Race
 - iii. Gender

(3) Quarterly Clinical and Performance Data

The provider must submit by the 15th day at the end of each quarter a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, progress toward program goals, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(4) Quarterly Clinical and Performance Data

Provider must submit, no less than quarterly, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination,

disease management, patient compliance, and mental health services.

(5) Client Satisfaction Surveys.

All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute a client satisfaction survey no less than quarterly. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visit.

(6) Quality Assurance Review.

The Provider must hold at least one QA Committee meeting during the term of this agreement. Copies of the QA Committee minutes must be provided within 10 days upon request and made available for review during monitoring.

c. Records and Documentation.

All information contained in health records is confidential, with access governed by state and federal laws. Included in the definition of confidential information is the name, address, medical, social and financial data as well as the number and type of services received by clients of the Provider.

5. Performance Specifications

a. Standards Definitions.

The Provider must maintain the personnel sufficient to provide for patient services as described in the agreement.

b. Outcomes and Outputs.

The benefits that will result from this agreement are that the clients/patients will have ambulatory care, preventative health services, and continuing management of their health needs. As a result, there will be an improved health status and better quality of life for those registered clients and the community.

The benefits of integrated mental health services are that the clients/patients will have mental health care and case management of their mental health needs. As a result, there will be an improved health status and better quality of life for the clients/ patients and the community.

c. Monitoring and Evaluation Methodology.

In addition to Section 12 of the Agreement:

- (1) The Provider will be monitored a minimum of once per year. However, the County reserves the right to perform additional monitoring reviews as deemed necessary. Monitoring will be accomplished through a review of the case files,

quality assurance reviews and patient satisfaction surveys, to verify that the information in reports is accurate and that the terms of the agreement are being met. Financial records, equipment and the facility will be monitored for compliance with the agreement.

- (2) Provider will receive a written report of the monitoring visit within 45 business days of the visit.
- (3) If a corrective action plan is indicated, the Provider must submit to the County, in writing, plans to correct the deficiencies within 30 calendar days of receiving the County's written monitoring report. The County may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

6. Provider Responsibilities

a. Provider Unique Activities.

- (1) The Provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the County whenever the Provider is unable or is going to be unable to provide the required quality or quantity of services.

b. Coordination with other Providers and Entities.

The Provider must coordinate services with other Providers and entities for the benefit of the client and within the terms of this agreement with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the client. The failure of other Providers to render services to the eligible client does not alleviate the Provider from the obligation to provide tasks or services as outlined in this agreement.

7. County Responsibilities

a. Obligations.

The Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the agreement terms are being fulfilled according to the agreement specifications.

b. Determinations.

The Leon County Office of Human Services and Community Partnerships shall have the final authority as to the amount of funds available for this agreement.

C. Special Provisions

1. Grievance and Fair Hearing Procedure

The Provider must have a system through which clients may present grievances about patient care services. The Provider must advise clients of: (1) their right to appeal denial or exclusion from the program or the failure to take account of recipient's choice of service, or a complaint about the quality of service and (2) their right to a fair hearing in these respects. Notice of the Provider's action or decision and the right to appeal must be given verbally and in writing in language the client understands, at the time of the decision or action, but no later than ten days after same. Whenever an applicant or recipient requests a fair hearing the Provider must make arrangements to provide such a hearing.

The Provider must notify the County each time a grievance is filed. All written complaints must be considered grievances.

END OF TEXT

CLIENT PARTICIPATION AGREEMENT

This is to certify that _____

(Name of Applicant)

SSN _____ and the following member(s) of his or her family may receive primary care medical services from **Apalachee Center, Inc.** for the period

_____ through _____.

Eligible Family Members

1. _____ SSN _____
2. _____ SSN _____
3. _____ SSN _____
4. _____ SSN _____

These services have been explained to me. I certify that all information I have given regarding income and family size is true and correct to the best of my knowledge. I understand that although I, or a member of my family, may be referred for specialty care, hospitalization or other higher-level care, there is no obligation for the Provider to pay for these services. I understand that I am responsible for following the treatment prescribed by medical personnel for my family and me. I will notify **Apalachee Center, Inc.** when one of my family members cannot keep an appointment. If I do not use these services for one year, a letter may be sent advising me of the need to re-determine my eligibility, and if I do not respond within two weeks, my name may be removed from the client list. This does not prevent me from re-enrolling as an active client in the future.

Applicant's Signature

Date

Witness' Signature

Date

SUMMARY OF THE FLORIDA PATIENT'S BILL OF RIGHTS AND RESPONSIBILITIES

Florida law requires that your health care provider or health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your health care provider or health care facility. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his or her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.
- A patient has the right to bring any person of his or her choosing to the patient-accessible areas of the health care facility or provider's office to accompany the patient while the patient is receiving inpatient or outpatient treatment or is consulting with his or her health care provider, unless doing so would risk the safety or health of the patient, other patients, or staff of the facility or office or cannot be reasonably accommodated by the facility or provider.
- A patient has the right to know what rules and regulations apply to his or her conduct.
- A patient has the right to be given by the health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his or her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment; whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the health care provider or health care facility which served him or her and to the appropriate state licensing agency.
- A patient is responsible for providing to the health care provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.
- A patient is responsible for reporting unexpected changes in his or her condition to the health care provider.
- A patient is responsible for reporting to the health care provider whether he or she comprehends a contemplated course of action and what is expected of him or her.
- A patient is responsible for following the treatment plan recommended by the health care provider.
- A patient is responsible for keeping appointments and, when he or she is unable to do so for any reason, for notifying the health care provider or health care facility.
- A patient is responsible for his or her actions if he or she refuses treatment or does not follow the health care provider's instructions.
- A patient is responsible for assuring that the financial obligations of his or her health care are fulfilled as promptly as possible.
- A patient is responsible for following health care facility rules and regulations affecting patient care and conduct.

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as (the "County") and CAPITAL MEDICAL SOCIETY FOUNDATION, INC., hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

RECITALS

WHEREAS, the County has identified the need to further the provision of primary healthcare services to the uninsured citizens of our community; and

WHEREAS, the Contractor has organized and coordinated the delivery of donated specialty medical and specialty dental care services through volunteer physicians and dentists, local hospitals and ancillary medical providers to the uninsured citizens of Leon County for a number of years; and

WHEREAS, the County has determined that a need for specialty healthcare and specialty dental services for the uninsured in our community exists and services offered by the Contractor will help to improve health outcomes and the quality of life for a person who otherwise may not receive the specialty medical and/or specialty dental care they require; and

WHEREAS, the Contractor has agreed to work cooperatively with the County to meet the community's need for specialty healthcare and dental services for the uninsured.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1: CLIENTS TO BE SERVED

The Contractor hereby agrees to serve eligible residents of the County as follows:

1. Eligibility for services under this Agreement shall be limited to those residents of Leon County with net incomes at or below 150% of the most current federal poverty levels, as established by the United States Department of Health and Human Services, who:
 - a. require specialty medical care and/or dental care,
 - b. have no health insurance, and
 - c. are not currently covered under any other state or federal healthcare program.
2. Clients referred from primary care are screened for eligibility to receive donated specialty medical care and/or dental care. Clients found ineligible will receive short-term case management to find alternate appropriate services.
3. No fees of any kind shall be charged for registered comprehensive primary care clients who are at or below 150% of the most current federal poverty levels.
4. Clients who are not currently receiving Medicaid or Healthy Kids, or are on any other state or federal program, and who appear to meet the income and categorical eligibility requirements of Medicaid or Healthy Kids, should be strongly encouraged to pursue obtaining eligibility for those programs.

5. Clients who are enrolled in Medicaid, Medicare, Healthy Kids, or any other insurance program will not be eligible for services under this Agreement.
6. The Contractor will determine eligibility for enrollment in the We Care Network, a network of volunteer specialty physicians organized to provide charity care to low income, uninsured adults in the community. Eligibility will be determined at least annually. A client will be allowed, however, to request determination of eligibility after submitting verified confirmation of changes to his\her income.

SECTION 2: SERVICES TO BE PROVIDED

The Contractor shall organize and coordinate delivery of specialty healthcare and dental services.

1. The Contractor agrees to provide to the clients the following services:
 - a. Basic diagnostic procedures,
 - b. Drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient,
 - c. Ambulatory care,
 - d. Preventive health services, and
 - e. Continuing case management of the healthcare needs of registered clients.
2. Case managers and program coordinators shall serve as the access point to donated specialty medical and/or dental care for low-income, uninsured adult patients.

The Contractor will follow the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. The Contractor agrees not to use or disclose Protected Health Information other than as permitted to implement and utilize appropriate safeguards to prevent use or disclosure of Protected Health Information as related to the processing of clients medical information.

SECTION 3: TERM

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 4: STAFFING REQUIREMENTS

1. Staffing
The Contractor must maintain sufficient staff to deliver the agreed upon services. The Program Coordinator must provide intensive case management to those clients deemed in need of such services. Outreach services shall be coordinated with Federally Qualified Health Centers in Leon County. Case managers are responsible for providing care coordination services to eligible clients receiving specialty medical care and dental care through the program.
2. Professional Qualifications
The Contractor will maintain a personnel file for all staff provided under this Agreement.

- a. All physicians, dentists, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any specialty healthcare or dental client services referenced in this Agreement must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.
 - b. The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.
 - c. Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.
3. Staffing Separation/Termination
- The County must be notified in writing of separation and/ or termination of employment of the Executive Director or any funded position of this Agreement within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

SECTION 5: PAYMENT

1. County will pay the Contractor a rate equal to no more than one twelfth (1/12) of the total contractual amount of One Hundred Sixty-Eight Eight Hundred Twenty-Six Dollars (\$168,826). The contractual amount is based upon the following line items for twelve month period:

Specialty Medical Services:

Program Coordinator	\$40,292
Case Manager #1	\$24,792
Case Manager #2	\$22,381
Case Manager #3	\$10,565
Case Management Aide	\$16,986
Operating Expenses (recurring)	\$8,000
Patient Assistance	\$8,000
Total	\$131,016

Dental Services:

Case Manager #4	\$28,810
Operating Expenses (recurring)	\$6,000
Patient Assistance	\$3,000
Total	\$37,810

Total Specialty Medical/Dental Services \$168,826

2. Payment will be made by the County within thirty (30) days of receipt of a monthly invoice.

3. The Contractor must submit a monthly invoice to the County for review and approval of payment on or within five (5) days after the 30th day of the month. The monthly invoice to be completed and submitted by the Contractor to the County must include client data and eligibility of clients for services. The invoice should be sent to the Contract Manager at following address:

Leon County
Office of Human Services and Community Partnerships
Attention: Tiffany Harris, Healthcare Services Coordinator
918 Railroad Avenue
Tallahassee, FL 32310

SECTION 6: REPORTS AND SURVEYS

The Contractor must submit the following to the County:

1. A monthly report detailing the number of medical and dental activities during the period to include:
 - a. Total New Patients Referred
 - b. Total New Leon County Patients Referred
 - c. Total New Leon County Patients determined eligible/accepted
 - d. Total Patients received short term case management
 - e. Total Visits to volunteer providers for Leon County Patients. For the purposes of this Agreement “New” Patients means those receiving first-time medical and/or dental services. “Existing” Patients means those receiving medical and/or dental care continued beyond the first encounter and reported beyond the new patient status.
2. An annual report that provides a detailed summary of all expenditures utilizing the funds from this Agreement. The annual report will also comprehensively detail the number of new patients as compared to overall patients served by the Contractor and the types of service performed in the reporting year. The report will also compare the current period to measures from previous years.
3. Perform random Client Satisfaction Surveys each quarter on a sample of a minimum 20 medical and dental clients each quarter. Provide the completed survey forms to the County quarterly.

SECTION 7: AUDITS, RECORDS, AND RECORDS RETENTIONS

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
2. 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.

3. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
5. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
 - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
 - b. 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.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.
 - d. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES COORDINATOR
918 RAILROAD AVENUE
TALLAHASSEE, FL 32310
PHONE: 850-606-1900
EMAIL: HARRISTI@LEONCOUNTYFL.GOV**

SECTION 8: MONITORING

The Contractor agrees:

1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and interview any clients and employees of the Contractor to assure the County of satisfactory performance of the terms and conditions of this Agreement.
2. Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor'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 Contractor being deemed in breach or default of this Agreement; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this Agreement for cause.

SECTION 9: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

SECTION 10: TERMINATION

1. The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.
2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

SECTION 11: NOTICES

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to the Capital Medical Society Foundation: Pam Irwin, Executive Director
Capital Medical Society Foundation
1204 Miccosukee Road
Tallahassee, FL 32308

Notice to the COUNTY: Shington Lamy, Director
Leon County
Office of Human Services and
Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

SECTION 12: REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary.

SECTION 13: CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

SECTION 14: BUDGET

The performance of Leon County of any of its obligations under the Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year.

SECTION 15: INDEPENDENT STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

SECTION 16: ASSIGNMENTS

This Agreement shall not be assigned as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

SECTION 17: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

SECTION 18: COMPLIANCE WITH LAWS

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

SECTION 19: INSURANCE

The Contractor 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 Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor 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 Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. 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 as specified in Attachment I where appropriate.

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

CAPITAL MEDICAL SOCIETY FOUNDATION

LEON COUNTY, FLORIDA

BY: _____
Pam Irwin
Executive Director

BY: _____
Vincent S. Long
County Administrator

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Chasity O'Steen, Esq.
County Attorney

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as (the "County") and Florida Agricultural and Mechanical University, acting for and on behalf of the FAMU Board of Trustees, a public corporation of the State of Florida, hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

RECITALS

WHEREAS, the Contractor and County share a common mission to provide the highest quality of pharmaceutical services and care to Leon County residents; and

WHEREAS, the Contractor provides pharmaceutical services and care to uninsured Leon County residents at the 872 W. Orange Avenue (Richardson-Lewis Health Center) and 438 W. Brevard Street (Neighborhood Medical Center) sites in Tallahassee, Florida; and

WHEREAS, the County has determined that there is a need for additional pharmaceutical care for the uninsured in the community; and

WHEREAS, the Contractor has agreed to work with the County to meet that additional community need for pharmaceutical services for the uninsured through the Unified Pharmaceutical Plan.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1: TERM

The length of this Agreement shall be for a term of twelve (12) months beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 2: PLAN OF OPERATIONS

The objective of the Unified Pharmaceutical Plan is to operate several community pharmacies to provide pharmaceutical services for Leon County's uninsured. Under the administration of the Contractor, the Unified Pharmaceutical Plan will be as follows:

1. The FAMU Health Department Pharmacy located at the Richardson-Lewis Health Center will serve all patients of the health center. Hours of operation are Monday through Friday, 10:00am - 3:00pm. Any hours of operation requested outside of these hours will be provided at the health center's expense.
2. The FAMU Health Department Pharmacy located at the Neighborhood Medical Center will provide the administrative and operational duties of the pharmacy. Administrative services will include staffing, formulary management, etc. Hours of operation will be Monday through Friday 8am – 1:00pm and 2pm – 5pm. Any hours of operation outside of these hours will be provided at the health center's expense.

3. All pharmacy locations will be electronically linked with secure technology to access the pharmacy software program, a database located on a central server currently housed at the Richardson-Lewis Health Center. The software program is used by both Richardson-Lewis Health Center and Neighborhood Medical Center. The network will be compliant with all HIPAA regulations.
4. The Contractor will manage the day-to-day operations of each pharmacy location and provide professional consultation in the development of overall pharmacy management, clinical services, and program evaluation. The Contractor will provide the expertise to ensure proper Florida licensing for pharmacy practice, adherence to all Florida Statutes governing the profession of pharmacy and development of clinical pharmacy programs.

SECTION 3: SCOPE OF SERVICES

The Contractor will provide unified pharmaceutical services to all uninsured patients of Leon County as follows:

1. Coordinate and unify pharmacy services for indigent patients at the Richardson-Lewis Health Center, Neighborhood Medical Center, and the two local hospitals.
2. Development of policies and procedures for pharmaceutical services from each primary care site.
3. Development of a community wide generic formulary for distribution to health care providers of the uninsured.
4. Coordinate Patient Assistance Programs (PAP) for uninsured residents of Leon County at Neighborhood Medical Center and Richardson-Lewis Health Center.
5. Fill/dispense prescriptions and OTC medications.
6. Provide counseling services including Drug Utilization Review interventions and patient drug monitoring.
7. Provide patient education seminars for specific disease state management to better control patient medical conditions.
8. Track medications dispensed for Leon County patients.
9. Generate reports requested by the County for facilitation and accountability of pharmaceutical services in Leon County.
10. Conduct outcomes research and utilization studies to assess therapeutic outcomes.
11. Implement the Diabetes Education and Empowerment Program (DEEP) to reduce hospitalizations and delay development of serious morbidity and mortality of uninsured patients with diabetes.

All revenues generated by the unified pharmaceutical program through the provision of services listed above will be placed back into the Unified program for the purchase of medications, equipment, supplies, or any other expenditures deemed necessary by the College of Pharmacy and approved in writing by Leon County.

SECTION 4: PAYMENT

1. Payment shall be made by the County at a monthly rate equal to no more than one twelfth (1/12) of the total contractual amount in the amount of \$20,375 for a total of \$244,500. The contractual amount is based upon the following line items (for twelve months):

Pharmaceutical Care Services	
Richardson-Lewis Health Center Site 872 W. Orange Avenue	
Pharmacy Software	\$2,929
Richardson-Lewis Site Total	\$2,929
Neighborhood Medical Center (NMC) Site 438 W. Brevard Street	
1.0 FTE RX Manager	\$80,000
Rx Fringe Benefits	\$23,200
1.0 FTE Pharmacy Technician	\$27,000
1.0 FTE Pharmacy Technician	\$32,000
MedData Services	\$3,300
Pharmacy Software	\$2,929
Equipment and Supplies (Both Sites)	\$6,142
Neighborhood Medical Site Total	\$174,571
Diabetes Education and Empowerment Program Total	\$67,000
AGREEMENT TOTAL	\$244,500

2. No payments shall be made if there are no staff members hired by the Contractor or County authorized Subcontractor to perform the duties identified in Section 3 of this Agreement. Similarly, no payment shall be made if the required monthly reports, as delineated in Section 5 of this Agreement, are not attached to the monthly invoice appropriately.
3. Contractor must complete and submit a monthly invoice to the County contract manager on or before the 30th day of the month at the following address:

Leon County
Office of Human Services and Community Partnerships
Attention: Tiffany Harris, Healthcare Services Coordinator
918 Railroad Avenue
Tallahassee, Florida 32310

4. The payment shall be made by the County within 30 days of receipt and approval of a monthly invoice.

SECTION 5: REPORTS

1. The Contractor must submit required data for each site as designated in the monthly and quarterly invoice. This data shall at a minimum contain the following information:
 - a. Total number of prescriptions filled per month
 - b. Number of prescriptions filled for Leon County residents
 - c. Retail value of prescriptions filled per month for Leon County residents
 - d. Monthly number of Patient Assistance Program medications received by Leon County residents
 - e. Retail Value of Patient Assistance Program medications received by Leon County residents
 - f. Number of participants of the Diabetes Education and Empowerment Program (DEEP)
2. The Contractor must submit a Quarterly Progress Report with the invoices for the months of March, June and September. The Report must be attached to the respective monthly invoice in order for the County to proceed with invoice processing and payment. The Quarterly Progress report must include:
 - a. performance/clinical outcomes
 - b. summary of expenditures for medications and salary expenses, respectively, as documented during the respective quarter for both the Patient Prescription Assistance Program and the Diabetes Education and Empowerment Program.
 - c. Narrative component detailing partnerships, concerns, successes, and progress toward program goals for the Patient Prescription Assistance Program and the Diabetes Education and Empowerment Program.
3. Annually, the Contractor will submit a final report that provides a detailed summary of all expenditures made utilizing the funds from this Agreement. This annual report will also comprehensively detail the number of new patients as compared to overall patients served by the provider and the types of service performed during the reporting year. The report will also compare the current period against measures from previous years.

SECTION 6: AUDITS, RECORDS, AND RECORDS RETENTIONS

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
2. 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.

3. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
5. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
 - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
 - b. 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.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.
 - d. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES COORDINATOR
918 RAILROAD AVENUE
TALLAHASSEE, FL 32310
PHONE: 850-606-1900
EMAIL: HARRISTI@LEONCOUNTYFL.GOV**

SECTION 7: MONITORING

The Contractor agrees:

1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and interview any clients and employees of the Contractor to assure the County of satisfactory performance of the terms and conditions of this Agreement.
2. Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor'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 Contractor being deemed in breach or default of this Agreement; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this Agreement for cause.

SECTION 8: INDEMNIFICATION

Subject to the limitations set forth in Section 768.28, Florida Statutes, the parties shall mutually indemnify and hold harmless each other from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by the other party, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the other party, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee.

SECTION 9: STAFFING CHANGES

The County must be notified in writing of separation and/ or termination of employment of the Executive Director or any funded position of this Agreement within 10 days of termination. This

notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

SECTION 10: TERMINATION

1. Either party may terminate this Agreement without cause, by the other party thirty (30) days written notice of termination. The County shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.
2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

SECTION 11: NOTICES

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to the UNIVERSITY:

Johnnie L. Early, PhD
Dean
Florida A&M University
College of Pharmacy and Pharmaceutical
Sciences
Tallahassee, Florida 32307

Notice to the COUNTY:

Shington Lamy, Director
Leon County
Office of Human Services and
Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

SECTION 12: REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary.

SECTION 13: CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

SECTION 14: BUDGET

The performance of Leon County of any of its obligations under the Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year.

SECTION 15: INDEPENDENT STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

SECTION 16: ASSIGNMENTS

This Agreement shall not be assigned as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

SECTION 17: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

SECTION 18: COMPLIANCE WITH LAWS

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

SECTION 19: INSURANCE

The Contractor is excluded from standard insurance requirements due to Contractor's participation in the risk management pool of the State of Florida.

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

FLORIDA AGRICULTURAL AND
MECHANICAL UNIVERSITY

LEON COUNTY, FLORIDA

BY: _____
Maurice Edington, Ph.D.
Provost, Florida A&M University

BY: _____
Vincent S. Long
County Administrator

Date: _____

ATTEST:

Johnnie L. Early, PhD
Dean, College of Pharmacy
and Pharmaceutical Sciences

ATTEST:

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

BY: _____

BY: _____

ATTEST:
Jim Jacoby
Risk Management and Insurance

Approved as to Form:
Leon County Attorney's Office

BY: _____

BY: _____
Chasity O'Steen, Esq.
County Attorney

Approved as to form, but legality subject to
execution by all parties:
Office of the General Counsel

BY: _____
David C. Self, II
Associate General Counsel



September 30, 2020

Leon County Office of
Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32301

Re: Neighborhood Medical Center Addendum to Primary Healthcare Services Agreement

Mr. Lamy,

Please allow this document to serve as evidence of the advancement of Primary HealthCare Funding to Neighborhood Medical Center for the months of April through June of 2020. Neighborhood Medical Center utilized the funds for the following operational expenses as a result of the impact of the COVID-19 Pandemic. These funds were key to our operations continuing. The total funding was equal to \$145,111.00.

Dental Supplies	\$36,738.00
Medical Supplies	\$28,138.00
Lab Services	\$103,961.31
Office Supplies	\$1,598.69

Please note that the supplies needed to continue to provide medical and dental services did include the purchase of personal protective equipment (gloves, gowns, N95 masks, surgical face masks, shoe covers, bouffant covers, hand sanitizer, germicide solution, antimicrobial and antibacterial soap, Lysol, bleach, cavicide solution, thermometers, disinfectant, vaccines, eye shields, alcohol) and other clinical supplies, such as Flu test kits and COVID-19 test kits, to be able to continue to provide required and necessary healthcare to our patients as we faced the beginning of the pandemic in our community.

If you have any questions or need any further information, please feel free to contact me at (850) 459-2328. NMC appreciates the continued partnership with the Leon County Board of County Commissioners.

Sincerely,

Jeanne' S. Freeman, MSP, MSW
Chief Executive Officer
Neighborhood Medical Center, Inc.



Bond Community Health Center, Inc.

September 30, 2020

Shington Lamy, Director
Leon County Office of Human Services and
Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

Dear Mr. Shington:

Bond Community Health Center would first like to thank Leon County for the \$73,683 which was advanced to Bond in response to the COVID-19 pandemic.

In accordance with the Addendum to Primary Healthcare Services Agreement Bond Community Health Center is providing the following summary of the services provided and the expenditures of the “Advanced Funds” received by Bond.

In response to the COVID-19 pandemic in March of 2020, Bond reassigned the duties of several of its employees in an effort to enhance the safety of its patients and staff. The reallocations, associated FTE and associated costs are provided below:

Jamal Hardeman – Intake Specialist (1.0 FTE) was reassigned and stationed at the entrance of the building registering patients and asking COVID related screening questions of patients before they enter the building.

Patricia Keaton (Switchboard Receptionist) (0.75 FTE) was reassigned to handle calls from patients with COVID-19 questions and concerns. The time expended by the Switchboard Receptionist (0.75 FTE) for COVID-19 related activities was charged to this funding source.

Dr. Kelley Miller, DNP (OSHA Director) (0.5 FTE) was reassigned so that she could assess the work environment to ensure the CDC recommendations as it relates to COVID-19 were being adhered to; provide training on the donning of personal protective equipment, ensuring equipment and PPE, infection prevention supplies were ordered and maintained par levels, work with community partners to coordinate logistical needs for walkup testing sites. Dr. Miller also performed COVID-19 telephone triage. The time expended by the OSHA Director for COVID-19 related activities was charged to this funding source.

Mrs. Faye Tinson, NP (0.5 FTE) - (Infection Control & Prevention Coordinator) was reassigned so that she could initiate staff training to establish workflows, and designate separate space to screen patients prior to entering communal areas of the health center so that those who may be infected with COVID-19 can be isolated. Mrs. Tinson also performed COVID-19 telephone triage. The time expended by the Infection Control & Prevention Coordinator for COVID-19 related activities was charged to this funding source.

Glenda Robinson - Medical Assistant (1.0 FTE) was reassigned and stationed at the entrance of the building taking the temperature and asking COVID related screening questions of patients before they enter the building.

Name	Salary for the Month	FTE	Chargable Amount
Hardeman, Jamal	320.19	1.00	320.19
Keaton, Patricia	1,893.84	0.75	1,420.38
Miller, Kelley	7,961.54	0.50	3,980.77
Tinson, Faye	8,538.48	0.50	4,269.24
Robinson, Glenda	1,935.89	1.00	1,935.89
Total	20,649.94	3.75	11,926.47
Fringe Benefits @ 18%			2,146.76
Total Charged			14,073.23

The number of uninsured Leon County primary care and dental visits and the associated funding used for these visits for the period March 2020 – May 2020, is provided below:

	Medical Visits	Dental Visits	Total Visits
Mar-20	119	122	241
Apr-20	70	30	100
May-20	50	46	96
	239	198	437
Rate \$/visit			125
Total			\$ 54,625

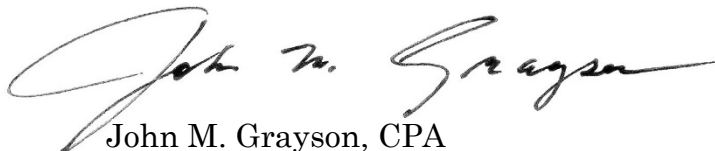
During March 2020, Bond incurred utility cost of \$6,428.77 which were charged to this funding source.

A summary of the total advanced funding received and the associated expenditures is provided below:

Advanced Funds		73,683.00
Expenditures		
Total Staff Costs	14,073.23	
Total Utilities	6,428.77	
Total Visits	<u>54,625.00</u>	
Total expenditures		<u>75,127.00</u>
Balance		<u>(1,444.00)</u>

If any further information is needed please let me know.

Sincerely,



John M. Grayson, CPA
Chief Financial Officer

**Leon County
Board of County Commissioners**

Notes for Agenda Item #11

Leon County Board of County Commissioners

Agenda Item #11

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Agreement with Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	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 annual Agreement between Leon County and Apalachee Center, Inc. for state-mandated Baker and Marchman Act services for FY 2021.

Fiscal Impact:

This item has a fiscal impact. The FY 2021 budget includes \$638,156 to Apalachee Center Inc. (Apalachee) for state-mandated Baker and Marchman Act mental health care services. On September 15, 2020, the Board approved the allocation of a portion of the Baker and Marchman Acts funding (\$227,793) as the required local match to allow Apalachee access to an additional \$410,363 in Federal Low Income Pool (LIP) funding.

Staff Recommendation:

Option # 1: Approve the Agreement with Apalachee Center, Inc. for Baker Act and Marchman Act state-mandated services for FY 2021 (Attachment #1) and authorize the County Administrator to execute.

Report and Discussion

Background:

This item seeks Board approval of the annual contract between Leon County and Apalachee Center, Inc. (Apalachee) for state-mandated Baker and Marchman Act services for FY 2021. Leon County annually contracts with Apalachee for the provision of mental health care services for residents who meet the Baker Act and Marchman Act criteria. The Florida Mental Health Act, also known as the Baker Act under Chapter 394, Florida Statutes, provides an individual with emergency services and temporary detention for mental health evaluation and treatment, either on a voluntary or involuntary basis. The Hal S. Marchman Alcohol and Other Drug Services Act of 1993, also known as the Marchman Act under Chapter 397, Florida Statutes, provides for the involuntary or voluntary assessment and stabilization of a person allegedly abusing drugs, alcohol, or other substances and the treatment of substance abuse.

Section 394.76, Florida Statutes, requires a 25% local match for state funds expended for mental health, alcohol and substance abuse services. The Department of Children and Families (DCF) is responsible for administering state funds allocated to support local mental health programs and services. DCF has identified Apalachee as the District's public receiving facility for individuals experiencing a mental health and/or substance abuse crisis. The District includes the counties of Leon, Gadsden, Wakulla, Jefferson, Franklin, Liberty, Madison and Taylor. Annually, each county contracts with Apalachee to pay the state-mandated costs.

On September 15, 2020, the Board approved a letter of agreement with the Florida Agency for Health Care Administration (AHCA) to provide \$227,793 as local match funding to allow Apalachee to access \$444,373 in federal LIP funds. AHCA authorized the use of a portion of the Baker and Marchman state-mandate mental health funds as the match required to access the LIP funds.

Analysis:

As previously stated, Leon County is required to provide a funding match of 25% to the state designated mental health, alcohol and substance abuse service provider. Leon County allocates \$638,156 annually to Apalachee for these services. A portion of the funding (\$227,793) will be used as local match funding to allow Apalachee to access \$444,373 in LIP funding. This funding will allow Apalachee to provide greater behavioral health services to low-income Leon County residents. AHCA will transfer the matching funds along with the LIP funds to Apalachee for a total of \$672,166. The remainder of the annual funding that the Board allocated (\$410,363) will be utilized by Apalachee for Baker and Marchman Act services.

The FY 2021 Agreement (Attachment #1) requires Apalachee to submit quarterly reports that includes: demographic data, the number of clients served, the number of clients denied admission and reason for denial, and referral information.

In compliance with the FY2020 Agreement, Apalachee's annual report (Attachment #2) is attached. The report indicates that a total of 2,812 County residents were screened for services in

FY2020. Of those screened, approximately 1,933 were admitted for inpatient treatment in either the Baker, Marchman A, Eastside Psychiatric Hospital (EPH) or Behavioral Excellence and Care for Children's Health (BEACH) care units. After admission, 364 residents were transferred between units for treatment before being discharged. The number of non-admissions after screening totaled 1,243.

The reasons provided for non-admission as indicated by Apalachee healthcare staff are listed on page two of the Annual Report. Clients who were assessed as having no need for inpatient services or those who declined services were given referrals and/or appointments to outpatient programs which included FSU Counseling Center, Alcoholics Anonymous, Narcotics Anonymous, Disc Village, primary care physicians, private practitioners, assisted living facilities, the Shelter/Kearney Center, and VA outpatient programs. Patients that requested referrals to another psychiatric facility/provider. Clients listed in the Non-Admission category labeled "Other" were transported to Apalachee from the Leon County Detention Facility for assessment only.

Apalachee maintains 28 treatment beds for County resident requiring Baker Act services and 14 treatment beds for residents requiring services under the Marchman Act. Apalachee's annual treatment bed capacity for the District totals 10,220 for Baker Act admissions and 5,110 for Marchman Act admissions. Table 1 below identifies the number of bed-days utilized by the District and comparatively, those utilized by Leon County residents over the past five years. The number of patient bed days may vary based on patient needs and the treatment administered. In summary, Leon County residents accounted on average for 65.22% of the bed-days utilized by all counties in the district. In FY 2020, Leon County residents averaged 63.89% of the total bed days used.

Table #1. Bed-Days Utilization for Baker Act & Marchman Act Between FY 2020 and FY 2016

Fiscal Year	Total Bed Days for Eight Counties in the District	Leon County Bed Days Utilized	% of Leon County Bed Days Utilized
2020	7,399	4,727	63.89%
2019	9,155	6,164	67.30%
2018	7,251	4,880	67.30%
2017	6,440	4,022	62.50%
2016	6,195	4,034	65.10%

Apalachee indicated that although there was a slight decrease in admissions by all counties due to COVID-19, it is important to note that the County's Baker Act and Marchman Act costs are fixed and are not based on changes in the number of bed-days a patient may require.

Title: Agreement with Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services

November 17, 2020

Page 4

Options:

1. Approve the Agreement with Apalachee Center, Inc. for Baker Act and Marchman Act state-mandated services for FY 2021 (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve the Agreement with Apalachee Center, Inc. for Baker Act and Marchman Act services for FY 2021.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. FY 2021 Agreement with Apalachee Center, Inc. for Baker Act and Marchman Act services
2. FY 2020 Apalachee Center, Inc. Annual Report

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as (the "County") and Apalachee Center, Inc., hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties".)

RECITALS

WHEREAS, the Contractor, for more than 42 years, has contracted with the Department of Children and Families for the provision of mental health services under Chapter 394, Florida Statutes; and

WHEREAS, Section 394.76, Florida Statutes, requires state funds expended for mental health, alcohol and drug abuse services, to be subject to local participation on a 75-to-25 ratio; and

WHEREAS, the local governing body is required to provide a portion of the 25 percent local match proportional to its overall total population to be added to other available local matching funds; and

WHEREAS, the County authorized and approved to provide matching funds up to \$227,793 on behalf of the Contractor to be distributed to the Agency for Health Care Administration's (AHCA) to allow the Provider access to Low Income Pool (LIP) funding; and

WHEREAS, the Contractor has identified certain funds raised and expended as matching funds for mental health, alcohol and drug abuse services which it agrees may be used by the County to reduce the amount of matching funds it is obligated to provide for LIP; and

WHEREAS, the County desires to continue its long and harmonious relationship with the Contractor and provide the local participation required.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1: TERM

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 2: CONTRACTED SUM

The sum of the contract is Six Hundred Thirty-Eight Thousand One Hundred Fifty-Six Dollars and Zero cents (\$638,156.00).

SECTION 3: PAYMENTS

1. The County shall advance \$227,793 from the Baker and Marchman funds to AHCA as stipulated in the Letter of Agreement on behalf of the Contractor as grant match funds that will be used to leverage an additional \$444,373 in federal funds for the Contractor to provide services.
2. The Contractor must provide documentation of expending the total amount of the advanced funds by performing the services as required in accordance with Section 394.76, Florida Statutes at a rate or for a period of time that represents the equivalency rate or period required to exhaust the total funds advanced. The remaining balance of this Agreement in the amount of \$410,363 shall be paid in twelve (12) equal monthly installments.
3. Payment will be made by the County within 30 days of receipt of a monthly invoice and reports as described in Section 4.
4. The Contractor agrees to seek additional funding from other local government bodies in accordance with Florida Law.
5. The expenditure of matching funds provided by the County to the Contractor shall be audited annually either in conjunction with an audit of other expenditures or by a separate audit. Such annual audits must be provided to the County within thirty (30) days of the completion for examination.

SECTION 4: REPORTS

The Contractor must submit the following to the County:

1. The monthly invoices will include the following de-identified information for the Crisis Stabilization Unit (Baker Act) and Detoxification Unit (Marchman Act):
 - a. Leon County Patient bed days
 - b. District total patient bed days
 - c. Leon County Utilization rate
2. A quarterly report detailing the following demographic data and the number of client activities during the period for Leon County, individually, and for the District:
 - a. Total Number of Patient Bed Days - Crisis Stabilization Unit
 - b. Total Number of Patient Bed Days - Detoxification Unit
 - c. Total Number of Admissions to Path, Detoxification and Eastside Psychiatric Hospital units
 - d. Number of Residents Transferred Between Inpatient Units
 - e. The Number of Admission Screenings
 - f. Reasons Residents Were Not Admitted
 - g. Total Number of Unique (Unduplicated) Residents Served By

- i. Age
- ii. Race
- iii. Gender

- 3. An annual report summarizing the information provided in the quarterly reports.

SECTION 5: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

SECTION 6: NOTICES

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to Apalachee Center, Inc.:

Jay Reeve, PhD
Chief Executive Officer
Apalachee Center, Inc.
2634-J Capital Circle NE
Tallahassee, FL 32302

Notice to the COUNTY:

Shington Lamy, Director
Leon County
Office of Human Services and Community
Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

SECTION 7: AUDITS, RECORDS, AND RECORDS RETENTIONS

The Contractor agrees:

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.

2. 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.
3. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
5. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
 - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
 - b. 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.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.
 - d. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY
HUMAN SERVICES AND COMMUNITY PARTNERSHIPS
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES
COORDINATOR
918 RAILROAD AVENUE
TALLAHASSEE, FL 32310
PHONE: 850-606-1900
EMAIL: HARRISTI@LEONCOUNTYFL.GOV**

SECTION 8: REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The Parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary.

SECTION 9: CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

SECTION 10: BUDGET

The performance of Leon County of any of its obligations under the Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year.

SECTION 11: INDEPENDENT STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor

and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

SECTION 12: ASSIGNMENTS

This Agreement shall not be assigned as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

SECTION 13: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

SECTION 14: COMPLIANCE WITH LAWS

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

SECTION 15: INSURANCE

The Contractor 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 Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor 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 Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. 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 as specified in Attachment I where appropriate.

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

APALACHEE CENTER INC.

LEON COUNTY, FLORIDA

BY: _____
Jay Reeve, PhD
Chief Executive Officer

BY: _____
Vincent S. Long
County Administrator

Date: _____

ATTEST:

ATTEST:

Dean Hilton
Chief Financial Officer

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

BY: _____

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Chasity O'Steen, Esq.
County Attorney



Apalachee Center, Inc.
Leon County Resident Inpatient Report
Reporting Period: 10/1/2019 - 9/30/2020

		Total	Leon County
Number of Resident Screenings by Central Receiving Facility:		4,837	2,812
Number of Resident Admissions to PATH - Baker Act Unit:		1,253	715
Number of Resident Admissions to Detox - Marchman Act Unit:		685	437
Number of Resident Admissions to EPH Unit:		935	524
Number of Resident Admissions to BEACH Unit:		484	257
Total Number of Resident Admissions to Inpatient Units:		3,357	1,933
Total Number of Resident Transfers within Inpatient Units:		672	364
<hr/>			
<u>Unique Clients Served by Age</u>			
	0 - 11:	59	31
	12 - 17:	409	236
	18 - 24:	498	290
	25 - 34:	692	410
	35 - 44:	557	306
	45 - 54:	433	241
	55 - 64:	302	178
	65 - 74:	121	63
	75 +:	38	14
	Unknown:	0	0
	Total:	3,109	1,769
<hr/>			
<u>Unique Clients Served by Race</u>			
	White:	1,783	963
	Black:	1,142	685
	American Indian:	3	1
	Alaska Native:	0	0
	Asian:	21	15
	Native Hawaiian/Pacific Islander:	3	2
	Multi-Racial:	54	35
	Other:	103	68
	Unknown:	0	0
	Total:	3,109	1,769
<hr/>			
<u>Unique Clients Served by Sex</u>			
	Male:	1,836	1,042
	Female:	1,273	727
	Transgendered (M to F):	0	0
	Transgendered (F to M):	0	0
	Other:	0	0
	Unknown:	0	0
	Total:	3,109	1,769
<hr/>			
Number of Resident Screenings Not Admitted:		2,152	1,243
<hr/>			
<u>Unique Leon County Clients Served by Zip Code</u>			
<u># of Clients:</u>	<u># of Clients:</u>	<u># of Clients:</u>	<u># of Clients:</u>
32301: 270	32305: 183	32309: 89	32313: 0
32302: 1	32306: 1	32310: 142	32314: 2
32303: 276	32307: 4	32311: 74	32315: 3
32304: 479	32308: 165	32312: 80	32316: 0

See next page for non-admission reasons.



10/19/2020

Attachment #2
2634 Capital Circle, NE
Tallahassee, FL 32308-4106

Apalachee Center, Inc.
Leon County Resident Inpatient Report
Reporting Period: 10/1/2019 - 9/30/2020

	Total	Leon County
<u>Reasons Not Admitted</u>		
1 - Referred to ACI Outpatient	36	24
2 - Service Objectives accomplished/further services not needed	53	31
3 - CRF - Did Not Meet Criteria	329	229
3 - CRF - Other	886	513
3 - CRF - Referred for Medical Clearance	276	133
3 - CRF - Referred for Other Outpatient Services	9	3
3 - CRF - Referred to CRMC/TMBC (Rotation)	431	225
3 - CRF - Referred to Other Inpatient Psychiatric Unit	17	7
3 - CRF - Refused Services	60	46
3 - CRF No Admit: Other	15	12
4 - Client was jailed/incarcerated	4	4
4 - Other	5	2
4 - Referred due to Insurance	28	12
4 - Services needed, client refused	3	2
Total	2,152	1,243

**Leon County
Board of County Commissioners**

Notes for Agenda Item #12

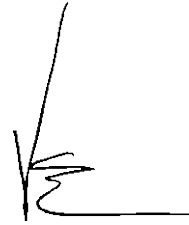
Leon County Board of County Commissioners

Agenda Item #12

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Acceptance of a Maintenance Agreement and Surety Device for Rivers Landing Phase IIA Subdivision and Approval of the Plat for Rivers Landing Phase IIB Subdivision

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works Charles Wu P.E., Director, Engineering Services
Lead Staff/ Project Team:	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 Rivers Landing Phase IIA Subdivision, and approval of the plat for Rivers Landing Phase IIB Subdivision and acceptance of the Performance Agreement and Surety Device.

Fiscal Impact:

This item has no fiscal impact. Routine maintenance of the roadway and drainage facilities in the Rivers Landing Phase IIA 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 Rivers Landing Phase IIA Subdivision (Attachment #1).
- Option #2: Approve the plat of Rivers Landing Phase IIB Subdivision for recording in the Public Record (Attachment #2), 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 #3).

Report and Discussion

Background:

This item seeks Board acceptance of a Maintenance Agreement and Surety Device for Rivers Landing Phase IIA Subdivision. Additionally, in accordance with Leon County land development regulations, this agenda item also seeks Board approval of the plat of the Rivers Landing Phase IIB Subdivision for recording in the Public Record and acceptance of the Performance Agreement and Surety Device.

The Rivers Landing Subdivision was conditionally approved by the Development Review Committee as a Type "C" site and development plan on October 5, 2005 (Attachment #4), which was later amended through a minor modification to approve the separation of the development into two phases on June 8, 2007 (Attachment #5). Rivers Landing Phase IIA Subdivision is located in Section 36; Township 2 North; Range 2 West, on the south side of Tower Road at the end of Rivers Landing Way (Attachment #6). Rivers Landing Phase IIB Subdivision is located in Section 36; Township 2 North; Range 2 West, on the south side of Tower Road at the end of Silent Creek Lane (Attachment #7).

On November 12, 2019, the Board approved the plat of Rivers Landing Phase IIA 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, 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, any work/repair of the Stormwater Management Facilities, installation of landscaping, and all other improvements 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.

The Rivers Landing Phase IIB development being platted is a subphase of the Phase II portion of the site and consists of 8.12 acres containing 48 residential lots. 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 proposed Maintenance Agreement for Rivers Landing Phase IIA requires the Developer to repair any defects in materials and/or workmanship in the construction of the streets, sidewalks, stormwater conveyance system, landscaping, stormwater management facilities and all other improvements in the subdivision that become apparent within a two-year period. This Agreement will be secured by a Surety Device in the amount of \$103,867. 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.

The applicant, Devoro Homes, LLC., is also requesting Board approval of the Rivers Landing Phase IIB Subdivision 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 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 \$190,559 to guarantee completion of the infrastructure (Attachment #3).

Staff recommends the Board approve the plat for recording upon completion of the construction and 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 for ratification at a future regularly scheduled meeting.

Options:

1. Authorize the County Administrator to accept the Maintenance Agreement and Surety Device for Rivers Landing Phase IIA Subdivision (Attachment #1).
2. Approve the plat of Rivers Landing Phase IIB Subdivision for recording in the Public Record (Attachment #2), 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 #3).
3. Do not authorize the County Administrator to accept the Maintenance Agreement and Surety Device for Rivers Landing Phase IIA Subdivision in a form approved by the County Attorney.
4. Do not approve the plat of Rivers Landing Phase IIB Subdivision for recording in the Public Record 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
5. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Rivers Landing Phase IIA Subdivision Maintenance Agreement and Surety Device
2. Plat of Rivers Landing Phase IIB Subdivision
3. Rivers Landing Phase IIB Subdivision Performance Agreement and Surety Device
4. Development Review Approval Letter
5. Minor Modification Approval Letter
6. Rivers Landing Phase IIA Location Map
7. Rivers Landing Phase IIB Location Map

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, between **DEVORO HOMES, LLC.**, a Florida corporation, whose mailing address is **P.O. BOX 15887, Tallahassee, Leon, FL 32317** 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 **Rivers Landing Phase IIA 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 conveyance system, Stormwater Management Facility, all monumentation, installation of landscaping, 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 \$103,867.00 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 **Rivers Landing IIA Subdivision** that become apparent within two (2) years from date of this agreement.

IN WITNESS WHEREOF, the DEVORO HOMES, 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)

Darin Foy (signature)

Darin Foy (typed or printed name)

Janet T. Bryan (signature)

Janet T. Bryan (typed or printed name)

STATE OF FLORIDA
COUNTY OF LEON

DEVELOPER:

DEVORO HOMES LLC

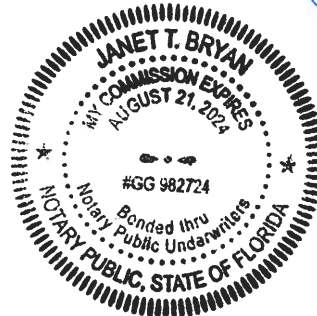
By: [Signature] (seal)

As its: Manager

Date: 10/27/2020

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of October, 2020, by Stan Walker, as MG (Title of Officer or Agent), of Devoro Homes, LLC, who (☒) is personally known to me; () produced a current driver's license as identification; or () produced _____ as identification.

[Notarial Seal]



Notary Public

Printed Name:

Commission No.:

Expiration:

Janet Taylor-Bryan
GG/982724
8/21/2024

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: _____

F:\Subdivisions\Agreements\Dempsey Office Park-PerfAgr.doc



IRREVOCABLE LETTER OF CREDIT

Letter of Credit No. 70000192941
Date of Issuance: November 3, 2020
Expiration Date: November 3, 2022

Capital City Bank
Post Office Box 900
Tallahassee, FL 32302-0900
(Name and Address of Issuing Bank)

Devoro Homes, LLC
2810 Remington Green Circle
Tallahassee, FL 32308
(Name and Address Applicant/Customer)

To: Leon County
Board of County Commissioners
Leon County Courthouse
Tallahassee, FL 32301
(Beneficiary)

Maintenance Agreement
for Rivers Landing Phase II-A
Leon County, FL
(Work Project Covered)

You, as Beneficiary, are hereby authorized to draw on us, the Issuing Bank, for the account of "the client", the aggregate amount of One Hundred and Three Thousand Dollars and Eight Hundred and Sixty-Seven Dollars and no/100 (\$103,867.00) available by draft(s) at sight and accompanied by the following documents:

- A written and notarized certification of statement of non-performance of the Maintenance Agreement between Devoro Homes, LLC and Leon County, regarding the construction and paving of the roads and streets and installation of all of storm conveyance system, Stormwater Management Facility, all monumentation, landscaping and all other improvements in Rivers Landing Phase II-A

Drafts must specify the amount to be drawn, which may be any amount up to and including the aggregate amount specified above. All drafts drawn under this Irrevocable Letter of Credit shall bear the clause: "Drawn under Irrevocable Letter of Credit No. 70000192941, dated November 3, 2020".

We, the Issuing Bank, further agree that this Irrevocable Letter of Credit shall be valid for one year, and automatically renewed by us for a one year period from the expiration date hereof unless at least 60 days before the current or renewal expiration date, whichever is applicable, we notify you, the Beneficiary, that we elect not to renew this credit for an additional one year period. This notice shall only be effective if delivered to you, the Beneficiary, by express mail or overnight delivery at the above stated address. Upon receipt of this notice, you, the Beneficiary, shall have until the expiration date to inspect the Work Project and, if the Work Project is complete draw on this Letter of Credit up to the amount unfinished.

We, the Issuing Bank, hereby agree with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same shall be duly honored on presentation and delivery of documents if negotiated on or before the expiration date of this letter or any renewal thereof as provided above.

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.

CAPITAL CITY BANK

By 
Tolga Dincman, Vice President

ACCEPTANCE OF LETTER AND AGREEMENT BY CUSTOMER

Acceptance and Promise to Pay. Underlying Agreement. The undersigned Customer, hereby accepts the terms of Letter of Credit No. **70000192941**, dated **November 3, 2020** issued to **Board of County Commissioners of Leon County, Florida**, a copy of which is attached hereto as Exhibit "A", and promises to pay Bank on demand any sums advanced hereunder with all charges (interest, costs, customary charges and commissions thereon, including all reasonable attorneys' fees and costs of collection) related thereto and in addition agrees to pay same in accordance with the promissory note or other agreement (if any) executed by Customer in consideration of the issuance of this Letter.

Indemnity As long as Bank acts in good faith, Customer shall be liable to and indemnify and hold Bank harmless from all claims, suits, losses, attorneys' fees and costs which Bank incurs in defending or becoming involved in any situations where customer or Beneficiary seeks a court order attempting to enjoin Bank from honoring this otherwise valid Letter, or take other legal action relating to this Letter.

No Waiver Bank shall not be deemed to have waived any of its rights under this Agreement by any act, delay, omission or otherwise and no waiver shall be valid unless in writing and signed by Bank. Bank's waiver or any right or remedy on one occasion shall not be construed as a bar to any right or remedy Bank would otherwise have on a future occasion.

Successors & Assigns This Agreement shall also bind the undersigned's heirs, executors, administrators, successors and permitted assigns and shall inure to the benefit of, and be enforceable by Bank and Bank's successors and assigns.

Joint Liability If this Agreement is signed by two or more persons or entities, it shall be the joint and several obligation and agreement of each.

Modifications No provision of this Agreement can be changed orally and no executory agreement shall be effective to change, modify or discharge this Agreement unless such is in writing and signed by Bank.

Devoro Homes, LLC

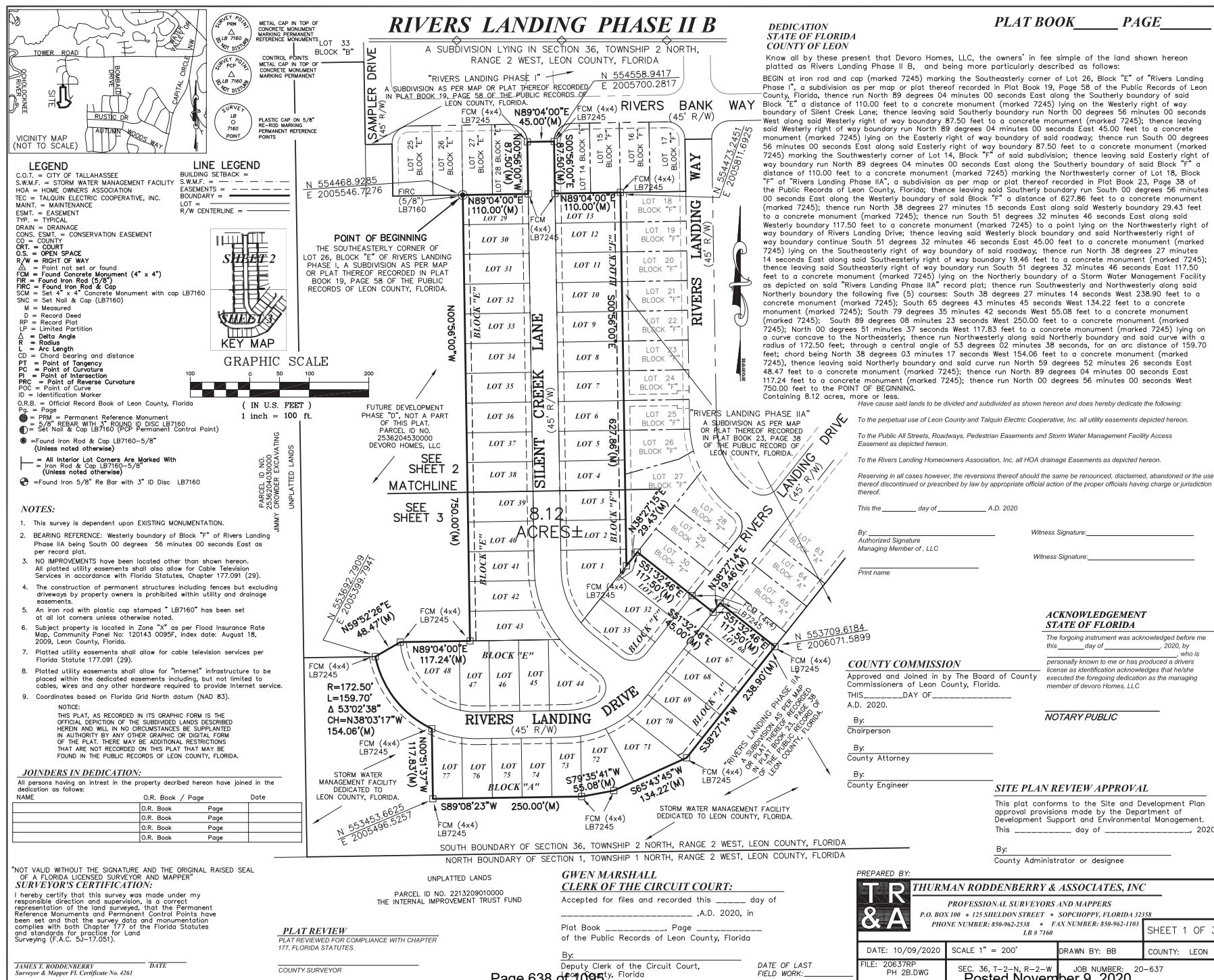
By: [Signature] Date: 11/3/2020
Richard Yates, Jr., as Authorized signer on behalf of Devoro Homes, LLC

By: [Signature] Date: 11/3/2020
Richard Yates, Jr., President of RMDC, Inc.

Capital City Bank

ATTEST:

By: [Signature]
Tolga Dincman
Its: **Vice President**



RIVERS LANDING PHASE II B

A SUBDIVISION LYING IN SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 WEST, LEON COUNTY, FLORIDA

LEGEND

C.O.T. = CITY OF TALLAHASSEE
S.W.M.F. = STORM WATER MANAGEMENT FACILITY
HOA = HOME OWNERS ASSOCIATION
TEC = TALQUIN ELECTRIC COOPERATIVE, INC.
MAINT. = MAINTENANCE
ESMT. = EASEMENT
TYP. = TYPICAL
DRAIN = DRAINAGE
CONS. ESMT. = CONSERVATION EASEMENT
CO. = COUNTY
CIT. = COURT
O.S. = OPEN SPACE
R/W = RIGHT OF WAY
Δ = Point not set or found
FCM = Found Concrete Monument (4" x 4")
FIR = Found Iron Rod (5/8")
FIRC = Found Iron Rod & Cap
SOM = Set 4" x 4" Concrete Monument with cap LB7160
SNC = Set Nail & Cap (LB7160)
M = Measured
D = Record Deed
PP = Record Plot
LP = Limited Portion
Δ = Delta Angle
R = Radius
L = Arc Length
CO = Chord bearing and distance
PT = Point of Tangency
PC = Point of Curvature
PI = Point of Intersection
PRC = Point of Reverse Curvature
POC = Point of Curve
ID = Identification Marker
O.R.B. = Official Record Book of Leon County, Florida
Pg. = Page
● = PRM = Permanent Reference Monument
= 5/8" REBAR WITH 3" ROUND ID DISC LB7160
① = Set Nail & Cap LB7160
● = (PCP Permanent Control Point)
● = Found Iron Rod & Cap LB7160-5/8"
(Unless noted otherwise)
= All Interior Lot Corners Are Marked With
= Iron Rod & Cap LB7160-5/8"
(Unless noted otherwise)
● = Found Iron 5/8" Re Bar with
3" ID Disc LB7160

LINE LEGEND

S.W.M.F. = ---
EASEMENTS = ---
BOUNDARY = ---
LOT = ---
R/W CENTERLINE = ---

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE
OFFICIAL DESCRIPTION OF THE SUBDIVIDED LANDS DESCRIBED
HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED
IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM
OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS
THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE
FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

*NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER*

SURVEYOR'S CERTIFICATION:

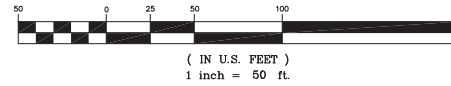
I hereby certify that this survey was made under my
responsible direction and supervision, is a correct
representation of the land surveyed, that the Permanent
Reference Monuments and Permanent Control Points have
been set and that the survey data and monumentation
complies with both Chapter 177 of the Florida Statutes
and standards for practice for Land
Surveying (F.A.C. 5J-17.05).

JAMES T. RODDENBERRY
Surveyor & Mapper F.I. Certificate No. 4261

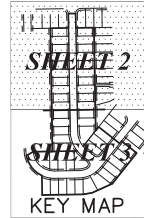
DATE

RIVERS BANK WAY
(45' R/W)

GRAPHIC SCALE



PLAT BOOK PAGE



LINE TABLE		
LINE	LENGTH	BEARING
L1	7.95	N38°27'14"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DIRECTION	CHORD DELTA
C1	215.32	150.00	S49°44'16"E	197.30 62°14'42"
C2	132.69	150.00	N63°47'49"E	128.41 50°41'09"
C3	146.64	166.00	S26°14'23"E	141.92 50°36'46"
C4	200.11	127.50	S45°53'48"E	180.20 89°56'37"
C5	79.13	172.50	S77°43'06"E	78.44 26°17'01"
C6	152.60	172.50	N63°47'49"E	147.67 50°41'09"
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C9	52.28	127.50	N77°23'33"E	51.92 23°29'40"
C10	61.36	30.00	N07°02'59"E	51.21 117°11'29"
C11	47.12	30.00	N83°27'14"E	42.43 90°00'00"
C12	163.65	127.50	S41°20'31"E	152.65 73°32'33"
C13	28.37	127.50	S84°29'12"E	28.31 12°44'49"
C14	52.64	172.50	S73°19'09"E	52.44 17°29'06"
C15	26.49	172.50	S86°27'40"E	26.46 8°47'54"
C16	25.44	172.50	N84°54'54"E	25.42 8°26'58"
C17	43.76	172.50	N73°25'21"E	43.65 14°32'09"
C18	42.93	172.50	N59°01'30"E	42.82 14°15'34"
C19	40.47	172.50	N45°10'29"E	40.37 13°26'28"
C20	39.23	188.50	S45°35'01"E	39.16 115°25'29"
C21	57.90	188.50	S30°49'20"E	57.67 17°35'54"
C22	51.53	188.50	S14°11'30"E	51.37 15°39'46"
C23	17.85	188.50	S03°38'48"E	17.85 5°25'37"
C24	97.94	143.50	S20°29'11"E	96.05 39°06'21"
C25	28.82	143.50	S45°47'33"E	28.77 11°30'24"

THURMAN RODDENBERRY & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
P.O. BOX 100 • 125 SHILTON STREET • SOPCHOPPY, FLORIDA 32358
PHONE NUMBER: 850-962-2538 • FAX NUMBER: 850-962-1103
LB # 7160

DATE: 10/09/2020
FILE: 20637RP
PH 2B.DWG

SCALE 1" = 50'
SEC. 36, T-2-N, R-2-W
Posted November 9, 2020

DRAWN BY: BB
COUNTY: LEON
JOB NUMBER: 20-637

SHEET 2 OF 3

RIVERS LANDING PHASE II B

A SUBDIVISION LYING IN SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 WEST, LEON COUNTY, FLORIDA

LEGEND

C.O.T. = CITY OF TALLAHASSEE
S.W.M.F. = STORM WATER MANAGEMENT FACILITY
HOA = HOME OWNERS ASSOCIATION
TEC = TALQUIN ELECTRIC COOPERATIVE, INC.
MAINT. = MAINTENANCE
ESMT. = EASEMENT
TYP. = TYPICAL
DRAIN = DRAINAGE
CONS. ESMT. = CONSERVATION EASEMENT
CO. = COUNTY
CIT. = COURT
O.S. = OPEN SPACE
R/W = RIGHT OF WAY
Δ = Point not set or found
FCM = Found Concrete Monument (4" x 4")
FIR = Found Iron Rod (5/8")
FIRC = Found Iron Rod & Cap
SOM = Set 4" x 4" Concrete Monument with cap LB7160
SNC = Set Nail & Cap (LB7160)
M = Measured
D = Record Deed
PP = Record Plat
LP = Limited Partition
Δ = Delta Angle
R = Radius
L = Arc Length
CO = Chord bearing and distance
PT = Point of Tangency
PC = Point of Curvature
PI = Point of Intersection
PRC = Point of Reverse Curvature
POC = Point of Curve
ID = Identification Marker
O.R.B. = Official Record Book of Leon County, Florida
Pg. = Page
● = PRM = Permanent Reference Monument
5/8" REBAR WITH 3" ROUND ID DISC LB7160
● = Set Nail & Cap LB7160
● = (PCP Permanent Control Point)
● = Found Iron Rod & Cap LB7160-5/8"
(Unless noted otherwise)
● = All Interior Lot Corners Are Marked With Iron Rod & Cap LB7160-5/8"
(Unless noted otherwise)
● = Found Iron 5/8" Re Bar with 3" ID Disc LB7160

LINE LEGEND

S.W.M.F. = ---
EASEMENTS = ---
BOUNDARY = ---
LOT = ---
R/W CENTERLINE = ---

STORM WATER MANAGEMENT FACILITY DEDICATED TO LEON COUNTY, FLORIDA.

"RIVERS LANDING PHASE IIA"
A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 38 OF THE PUBLIC RECORD OF LEON COUNTY, FLORIDA.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DESCRIPTION OF THE SUBDIVISION LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

SURVEYOR'S CERTIFICATION:

I hereby certify that this survey was made under my responsible direction and supervision, is a correct representation of the land surveyed, that the Permanent Reference Monuments and Permanent Control Points have been set and that the survey data and monumentation complies with both Chapter 177 of the Florida Statutes and standards for practice for Land Surveying (F.A.C. 5J-17.051).

JAMES T. RODDENBERRY
Surveyor & Mapper F1 Certificate No. 4261

DATE

STORM WATER MANAGEMENT FACILITY DEDICATED TO LEON COUNTY, FLORIDA.

"RIVERS LANDING PHASE IIA"

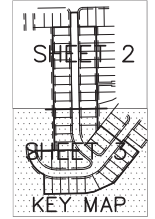
A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 38 OF THE PUBLIC RECORD OF LEON COUNTY, FLORIDA.

GRAPHIC SCALE



(IN U.S. FEET)
1 inch = 50 ft.

PLAT BOOK PAGE



STORM WATER MANAGEMENT FACILITY DEDICATED TO LEON COUNTY, FLORIDA.

"RIVERS LANDING PHASE IIA"
A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 38 OF THE PUBLIC RECORD OF LEON COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DIRECTION	CHORD	DELTA
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C20	39.23	188.50	S45°35'01"E	39.16	11°55'29"
C21	57.90	188.50	S30°49'20"E	57.67	17°35'54"
C22	51.53	188.50	S14°11'30"E	51.37	15°39'46"
C23	17.85	188.50	S03°38'48"E	17.85	5°25'37"
C24	97.94	143.50	S20°29'11"E	96.05	39°06'21"
C25	28.82	143.50	S45°47'33"E	28.77	11°30'24"

LINE TABLE

LINE	LENGTH	BEARING
L1	7.95	N38°27'14"E

THURMAN RODDENBERRY & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
P.O. BOX 100 • 125 SHILTON STREET • SOPCHOPPY, FLORIDA 32358
PHONE NUMBER: 850-962-2538 • FAX NUMBER: 850-962-1103
LB # 7160

SHEET 3 OF 3

DATE: 10/09/2020 SCALE 1" = 50' DRAWN BY: BB COUNTY: LEON

FILE: 20637RP PH 2B.DWG SEC. 36, T-2-N, R-2-W JOB NUMBER: 20-637

Posted November 9, 2020

PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, between **DEVORO HOMES, LLC.**, a Florida corporation, whose mailing address is **P.O. Box 15887, Tallahassee, Leon, FL 32317** 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 **Rivers Landing Phase IIB 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, installation of the mail kiosk, any work/repair to the stormwater conveyance system, any work/repair of the Stormwater Management Facilities, 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 \$190,559.00 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, installation of the mail kiosk, any work/repair to the stormwater conveyance system, any work/repair of the Stormwater Management Facilities, all monumentation, and all other improvements in **Rivers Landing Phase IIB 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 \$190,559.00 with surety thereon approved by the County.

IN WITNESS WHEREOF, DEVORO HOMES, 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)

Darin Fox (signature)

Darin Fox (typed or printed name)

Janet T. Bryan (signature)

Janet T. Bryan (typed or printed name)

COUNTY OF LEON
STATE OF FLORIDA

DEVELOPER:

DEVORO HOMES, LLC.

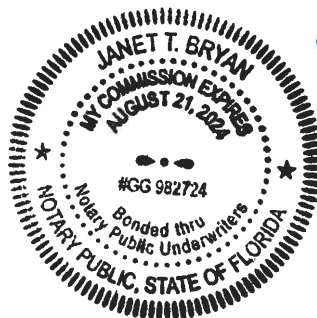
By: [Signature] (seal)

As its: Manager

Date: 10/27/2020

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of October, 2020, by STAN WALKER, as mgr., (Title of Officer or Agent), of Devoro Homes, LLC., who ☒ is personally known to me; () have produced a current driver's license as identification; or () produced _____ as identification.

[Notarial Seal]



[Signature]
Notary Public

Printed Name: Janet Taylor-Bryan
Commission No.: 66482724
Expiration: 8/21/2024

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: _____

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IRREVOCABLE LETTER OF CREDIT

Letter of Credit No. 70000193006
Date of Issuance: November 3, 2020
Expiration Date: November 3, 2021

Capital City Bank
Post Office Box 900
Tallahassee, FL 32302-0900
(Name and Address of Issuing Bank)

Devoro Homes, LLC
2810 Remington Green Circle
Tallahassee, FL 32308
(Name and Address Applicant/Customer)

To: Leon County
Board of County Commissioners
Leon County Courthouse
Tallahassee, FL 32301
(Beneficiary)

Performance Agreement for
Rivers Landing Phase II-B
Leon County, FL
(Work Project Covered)

You, as Beneficiary, are hereby authorized to draw on us, the Issuing Bank, for the account of "the client", the aggregate amount of One Hundred and Ninety Thousand, Five Hundred and Fifty-Nine dollars and no/100 (\$190,559.00) available by draft(s) at sight and accompanied by the following documents:

- A written and notarized certification of statement of non-performance of the Performance Agreement completion between Devoro Homes, LLC and Leon County, regarding the grading, paving and drainage facilities for Rivers Landing Phase II-B

Drafts must specify the amount to be drawn, which may be any amount up to and including the aggregate amount specified above. All drafts drawn under this Irrevocable Letter of Credit shall bear the clause: "Drawn under Irrevocable Letter of Credit No. 70000193006, dated November 3, 2020".

We, the Issuing Bank, further agree that this Irrevocable Letter of Credit shall be valid for one year, and automatically renewed by us for a one year period from the expiration date hereof unless at least 60 days before the current or renewal expiration date, whichever is applicable, we notify you, the Beneficiary, that we elect not to renew this credit for an additional one year period. This notice shall only be effective if delivered to you, the Beneficiary, by express mail or overnight delivery at the above stated address. Upon receipt of this notice, you, the Beneficiary, shall have until the expiration date to inspect the Work Project and, if the Work Project is complete draw on this Letter of Credit up to the amount unfinished.

We, the Issuing Bank, hereby agree with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same shall be duly honored on presentation and delivery of documents if negotiated on or before the expiration date of this letter or any renewal thereof as provided above.

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.

CAPITAL CITY BANK

By 
Tolga Dincman, Vice President

ACCEPTANCE OF LETTER AND AGREEMENT BY CUSTOMER

Acceptance and Promise to Pay; Underlying Agreement. The undersigned Customer, hereby accepts the terms of Letter of Credit No. **70000193006**, dated **November 3, 2020** issued to **Board of County Commissioners of Leon County, Florida**, a copy of which is attached hereto as Exhibit "A", and promises to pay Bank on demand any sums advanced hereunder with all charges (interest, costs, customary charges and commissions thereon, including all reasonable attorneys' fees and costs of collection) related thereto and in addition agrees to pay same in accordance with the promissory note or other agreement (if any) executed by Customer in consideration of the issuance of this Letter.

Indemnity As long as Bank acts in good faith, Customer shall be liable to and indemnify and hold Bank harmless from all claims, suits, losses, attorneys' fees and costs which Bank incurs in defending or becoming involved in any situations where customer or Beneficiary seeks a court order attempting to enjoin Bank from honoring this otherwise valid Letter, or take other legal action relating to this Letter.

No Waiver Bank shall not be deemed to have waived any of its rights under this Agreement by any act, delay, omission or otherwise and no waiver shall be valid unless in writing and signed by Bank. Bank's waiver or any right or remedy on one occasion shall not be construed as a bar to any right or remedy Bank would otherwise have on a future occasion.

Successors & Assigns This Agreement shall also bind the undersigned's heirs, executors, administrators, successors and permitted assigns and shall inure to the benefit of, and be enforceable by Bank and Bank's successors and assigns.

Joint Liability If this Agreement is signed by two or more persons or entities, it shall be the joint and several obligation and agreement of each.

Modifications No provision of this Agreement can be changed orally and no executory agreement shall be effective to change, modify or discharge this Agreement unless such is in writing and signed by Bank.

Devoro Homes, LLC

By: _____

Date: _____

Richard Yates, Jr., as Authorized signer on behalf of Devoro Homes, LLC

By: _____

Date: _____

Richard Yates, Jr., President of RMDC, Inc.

Capital City Bank

ATTEST:

By: _____

Tolga Dincman

Its: Vice President



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 488-4710 www.leoncountytfl.gov

RECEIVED
OCT 12 2005
MOORE BASS CONSULTING

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

DAN WINCHESTER
District 3

TONY GRIPPA
District 4

BOB RACKLEFF
District 5

CLIFF THAEIL
At-Large

ED DePUY
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

Leon County Growth and
Environmental Management
Development Services
3401 West Tharpe Street
Tallahassee, Florida 32303
Phone (850) 488-9300

October 5, 2005

Moore Bass Consulting, Inc.
c/o Eddie Bass
805 N. Gadsden Street
Tallahassee, FL 32303

RE: River's Landing, a Type "C" Site and Development Plan (LSP050038)
Tax Parcel I.D. Number 25-36-20-853-000-0

Dear Mr. Bass:

This letter is to inform you that on Wednesday, October 5, 2005, the Leon County Development Review Committee concluded with a motion for a recommendation to the Leon County Board of County Commissioners, approval of the site and development plan, subject to the following conditions:

Growth and Environmental Management:

1. Final site plan drawings must be signed and sealed by a registered state of Florida, professional engineer.
2. Provide a draft copy of proposed covenants and restrictions to be imposed on the land, buildings, easements, open space or any structures/facilities relating to the use and maintenance of these areas.
3. Mitigation of transportation impacts is required in order to obtain a Final Certificate of Concurrence. See Finding #2.
4. List the proposed utility providers on the site and development plan cover sheet.
5. Provide documentation that the utility provider has fully approved a utility concept plan for the proposed subdivision layout.

Moore Bass Consulting, Inc.
River's Landing S/D Type "C"
2

6. Revise the site plan sheets to relocate the Type "D" landscape buffers in a separate tract of land outside of lots in favor of the HOA.
7. Consistent with an agreement accepted by the property owner on October 4, 2005, revise the site and development plan to include side/rear-loaded parking for corner lots with sufficient area to accommodate the request.
8. Provide a legend on the plan sheets for the different types of lines used on drawings.
9. Place a note on the plans concerning the status of a 10 feet wide strip of land located between perimeter of parcel and the rear lot lines of perimeter lots. (See # 6 above)
10. On sheet 3.0, delete "conservation areas" from item 3 under "NOTES".
11. On sheet 3.0, indicate the limits of the required landscape buffers on the "TYPICAL LOT LAYOUTS". (See # 6 above)
12. On sheet 3.0, place a note on the plans concerning the requirement for permits from the State for relocation of gopher tortoise population.
13. The site is currently located in Talquin's Water Franchise Area - Not Sewer. Talquin will need to request the Franchise Area and it should be granted prior to final approval.
14. The sidewalk along Tower Road must be a minimum of five feet wide.
15. The park located around the SWMF near the entrance must be dedicated to Leon County, however the associated landscape easements should not.
16. The fence around the rear SWMF appears to encroach into lots 69 & 70 of Block A, this should be included in the limits of the SWMF, please adjust accordingly.

The following are for information only:

1. All areas should be labeled for platting purposes.
2. Provide note that identifies the underlying ownership of all land in easement or common/open space outside of lots.
3. Note: The Developer will be responsible for cost of County installed signs and/or pavement markings.

Moore Bass Consulting, Inc.
River's Landing S/D Type "C"
3

If you have a question about this recommendation for approval with conditions, please contact our office immediately. A request to be placed on the Board of County Commissioners agenda must be made for the next available meeting.

Pursuant to Section 10-1479.1(7)(f) Leon County Code of Laws, the recommendation of the DRC will be made to the Board of County Commissioners and shall be heard at the next available public hearing. However, the public hearing on the application shall be continued if the applicant, or any other person qualifying as a party as defined in Article XI of Chapter 10 at Division 9 of this code who has filed comments in response to subsection (d), requests a quasi-judicial hearing on the recommendations of the DRC recommendations. Requests shall be made in writing to the County Attorney and shall include the project name, application number and a description of the facts upon which the recommendation is challenged and any argument in support thereof. Failure to file is jurisdictional and will result in a waiver of the hearing. Appeals heard by a hearing officer will be conducted in accordance with the procedures outlined in Section 10-1485. Appeals of the hearing officer's decision shall be reviewable by the Circuit Court. Failure to file is jurisdictional and will result in a waiver of the hearing.

This recommendation was based on the information presented at the DRC meeting, and is intended to meet the procedural requirements of the Leon County Code of Laws. As such, it does not waive any other applicable local, state, or federal regulations.

If you have any questions, please do not hesitate to contact Scott Brockmeier at (850) 488-9300 or send email to "brockmes@leoncountyfl.gov".

Sincerely,



David R. McDevitt, AICP
Director, Development Services

CC: Gary W. Johnson, Director, Growth and Environmental Management
Tony Park, Public Works Director
Wayne Tedder, Tallahassee-Leon County Planning Director
Joseph L. Brown, III, P. E., Director, Engineering Services
David R. McDevitt, Director, Development Services
Grady Underwood, Environmental Review Specialist, Environmental Compliance
Nawfal Ezzagghi, Environmental Review Supervisor, Environmental Compliance
Ed Jarriel, Deputy Building Official
Mark Stamps, Talquin Electric Cooperative
River's Landing File
Ghazvini Properties, LLC, 2811 E. Gadsden Street, Tallahassee, FL 32301



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Office of Growth and Environmental Management
Development Services
435 N. Macomb Street, 2nd Floor
Tallahassee, Florida 32301
Phone (850) 606-1300

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

BOB RACKLEFF
District 5

CLIFF THAELL
At-Large

ED DePUY
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

June 8, 2007

Eddie Bass, P.E.
Moore Bass Consulting, Inc.
805 N. Gadsden Street
Tallahassee, FL 32303

River's Landing, Type "C" Site and Development Plan; Project # LSP050038
Request for Minor Modification; Tax I.D. #: 25-36-20-853-000-0

Dear Mr. Bass:

The Department of Growth and Environmental Management has approved your request for a Minor Modification to the River's Landing Type "C" Site and Development Plan. The request was received on May 17, 2007 and is approved for the separation of the development into two phases. According to your narrative, the stormwater management facility located at the front of the subdivision (wet retention facility) will be constructed as part of phase one and will accommodate all development constructed within phase one. In addition, the sanitary sewer lift station that will serve the entire development will also be constructed as part of phase one. Central utilities will be stubbed to phase two to allow for future connection to serve that phase of development.

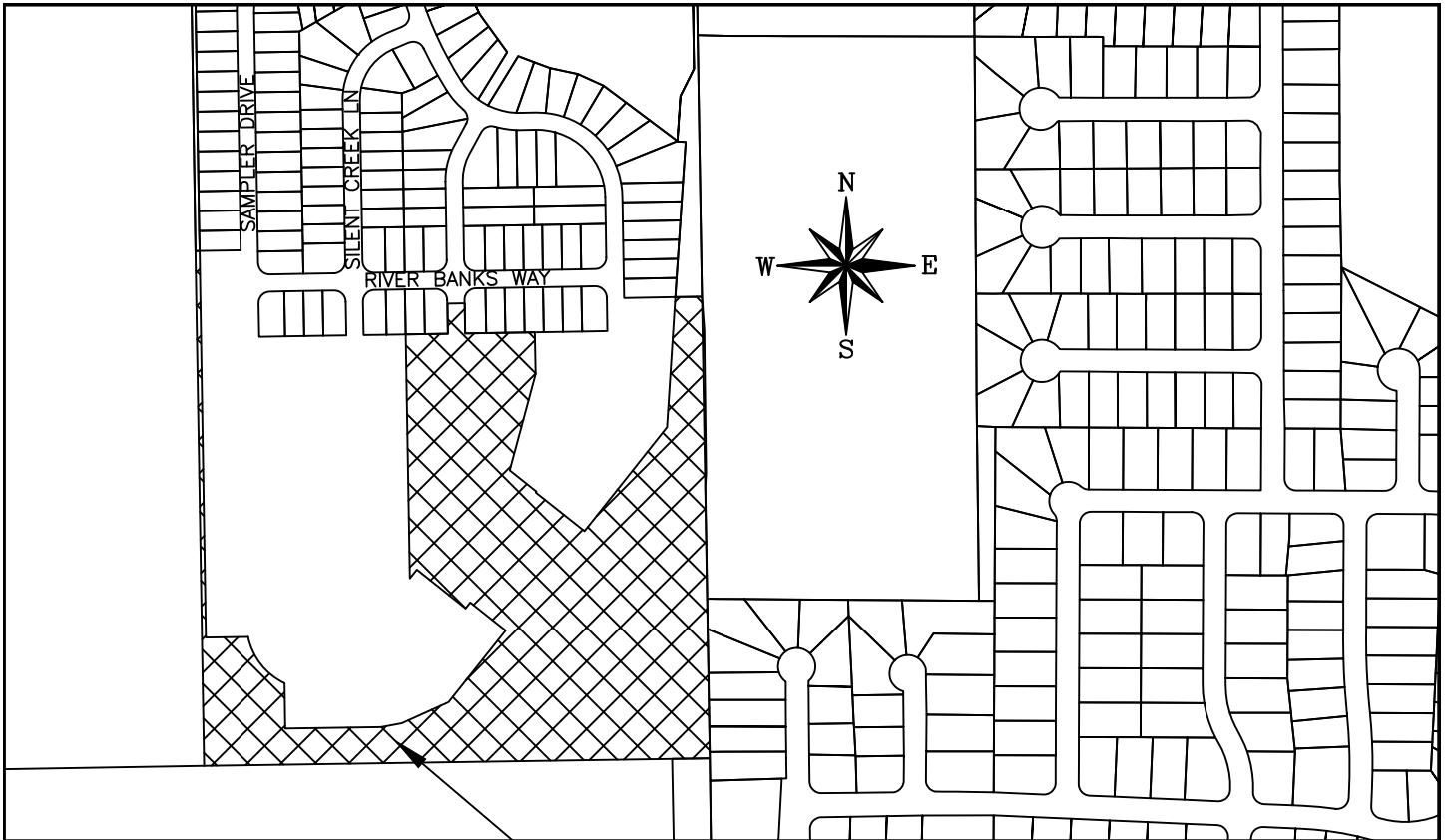
Approval of this minor modification plan does not provide an exemption from other applicable County final permitting requirements. Environmental permits may be required for any improvements necessary to parking, stormwater or drainage facilities. Contact the Department of Growth and Environmental Management Environmental Compliance Division at 606-1300 for more information.

If you have any questions, please contact Scott Brockmeier of Development Services at 606-1300 or email at: BrockmeierS@leoncountyfl.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Antony Biblo".
Adam Antony Biblo, AICP
Development Services Director

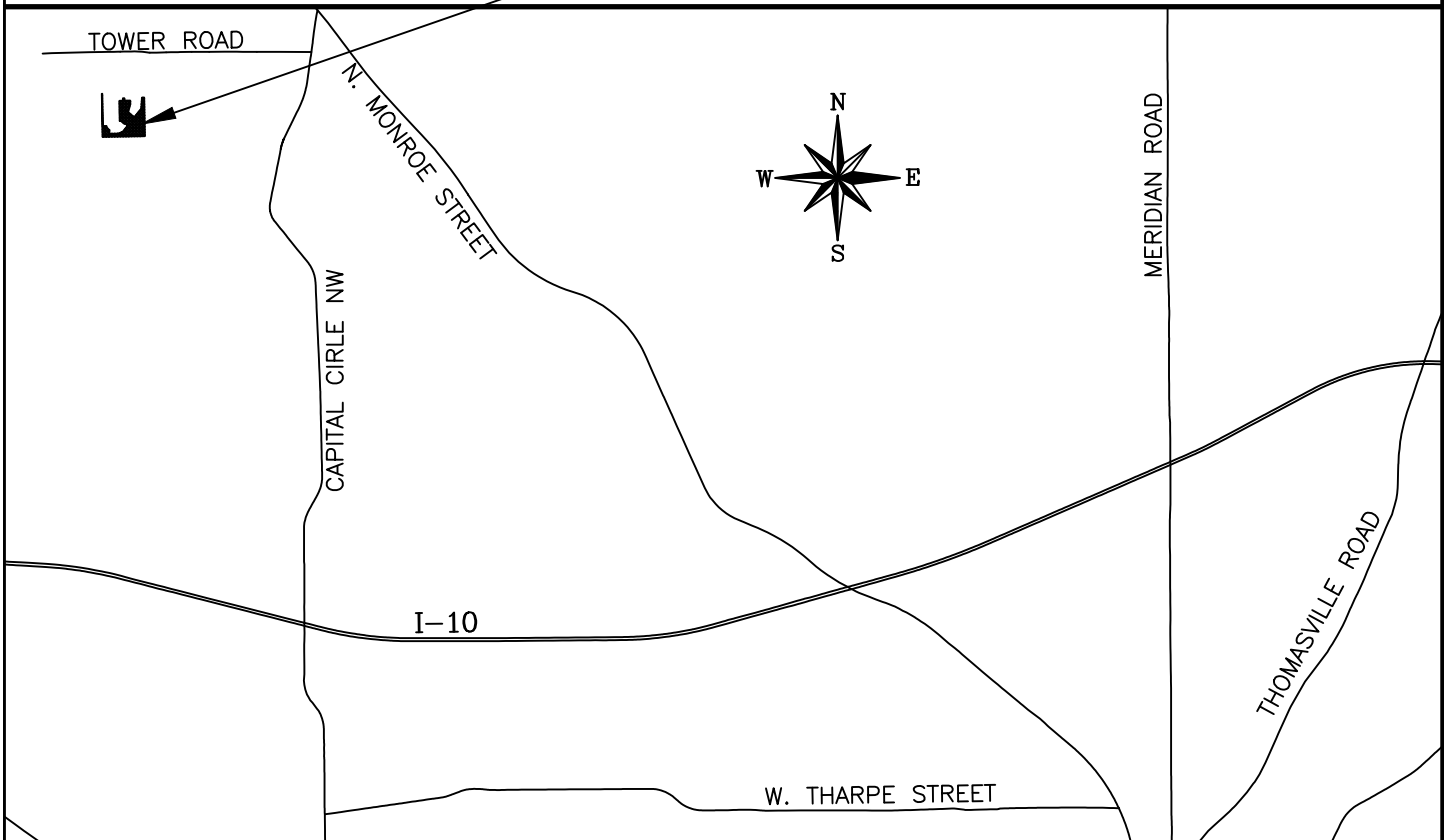
cc: Kimberly Wood, PE, Chief of Engineering Coordination
Ryan Culpepper, Development Services Administrator
Wayne Tedder, Tallahassee-Leon County Planning Director
Ed Jarriel, Deputy Building Official (letter only)
Grady Underwood, Environmental Review Specialist
Mark Stamps, Talquin Electric Cooperative
Lisa Oglesby, Addressing Program Team Leader
Premier Construction and Development, 2811 Industrial Plaza Drive, Tallahassee, FL 32301



SITE MAP

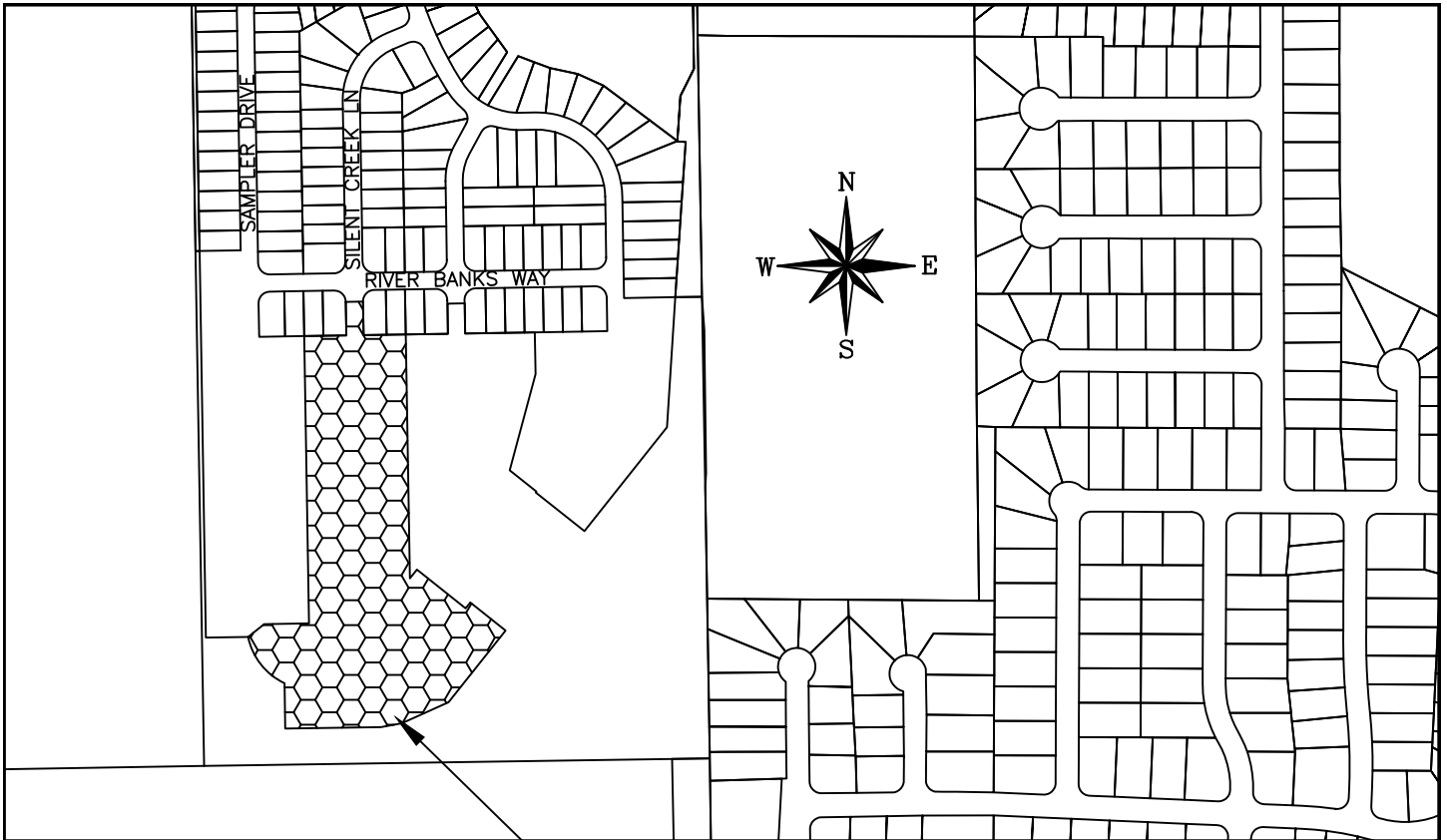
SCALE 1" = 500'

RIVERS LANDING PHASE IIA



LOCATION MAP

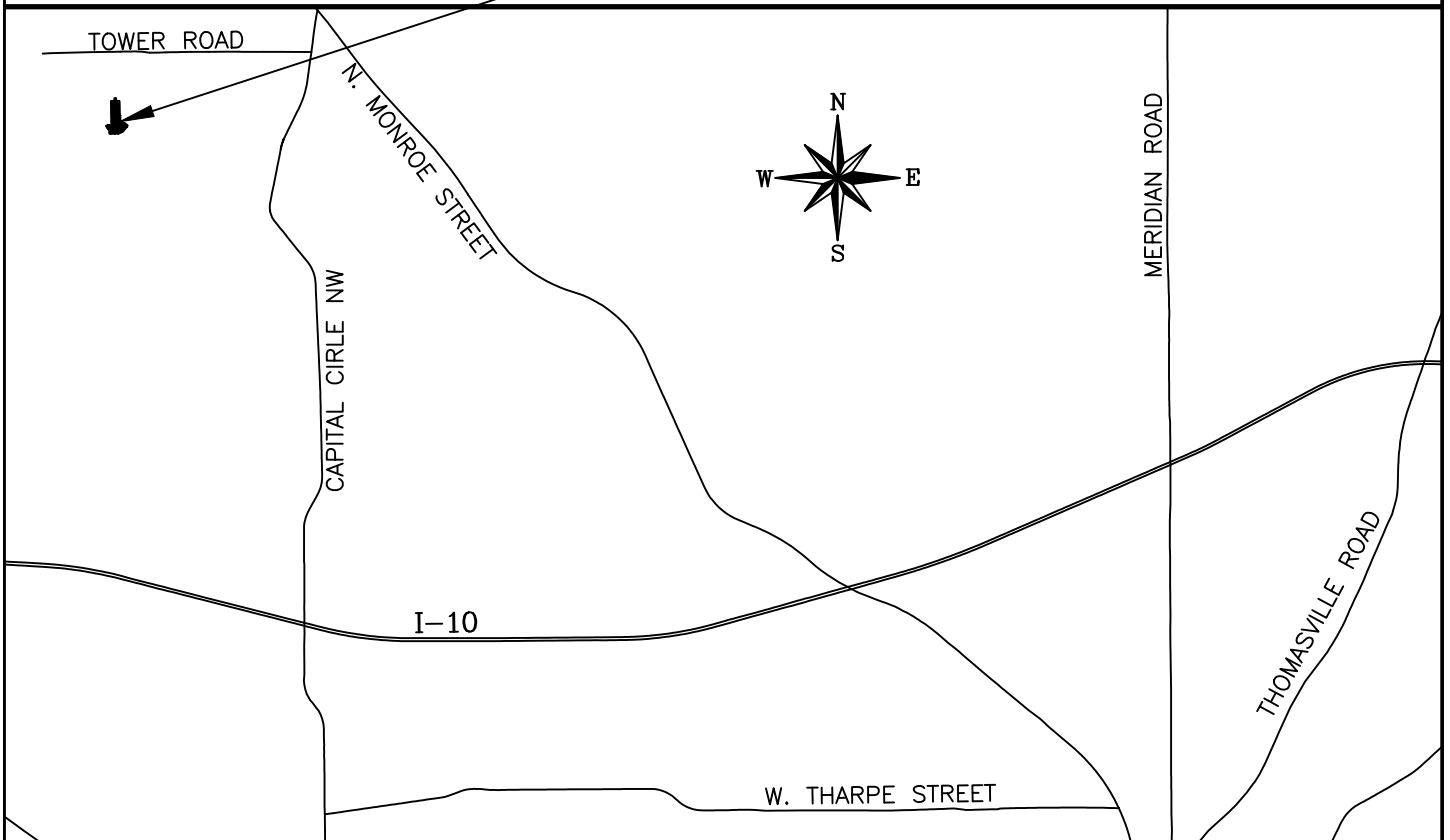
SCALE 1" = 7500'



SITE MAP

SCALE 1" = 500'

RIVERS LANDING PHASE II B



LOCATION MAP

SCALE 1" = 7500'

**Leon County
Board of County Commissioners**

Notes for Agenda Item #13

Leon County Board of County Commissioners

Agenda Item #13

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Extension of Solid Waste Consulting and Engineering Services Agreement

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director of Public Works Charles Wu, P.E., Director of Engineering Services Maggie Theriot, Director, Office Resource Stewardship
Lead Staff/ Project Team:	Chris Muehlemann, P.E., Chief of Engineering Design

Statement of Issue:

This item seeks Board approval to extend the Solid Waste Consulting and Engineering Services Agreement with Locklear & Associates, Inc., for an additional six months to align with the completion of the permitting services, design modifications and awarding of the closure construction bids.

Fiscal Impact:

This item has no fiscal impact. However, an estimated two-year extension request will be brought back to the Board in the Spring for the construction administration costs based on the completed design modifications for the landfill closure.

Staff Recommendation:

Option #1: Authorize the County Administrator to extend the Agreement with Locklear & Associates, Inc., for Solid Waste Consulting and Engineering Services (Attachment #1).

Report and Discussion

Background:

This item seeks Board approval to extend the Solid Waste Consulting and Engineering Services Agreement with Locklear & Associates, Inc. for six months. The current Agreement with Locklear & Associates, Inc., is scheduled to expire on November 30, 2020. This item recommends the extension of the agreement with Locklear & Associates, Inc., at no cost to the County, to complete the permitting services, design modifications and awarding of the closure construction bids. A subsequent extension request will be brought back to the Board in the Spring for the construction administration costs associated with the closure of the landfill based on the final design modifications and approved permit.

The contract extension advances the following FY2017-FY2021 Strategic Initiatives:

- *Implement the Apalachee Landfill closure process in an environmentally sensitive manner which complements the master planning for the site. (2016-15)*
- *Implement a master plan for the Apalachee Regional Park. (2016-24A, rev. 2017)*

These particular Strategic Initiatives align with the Board's Environment and Quality of Life Strategic Priorities:

- *Protect the quality and supply of our water. (EN1)*
- *Conserve and protect environmentally sensitive lands and natural ecosystems. (EN2)*
- *Maintain and enhance our parks and recreational offerings and green spaces. (Q1)*
- *Promote livability, health, and sense of community by enhancing mobility, encouraging human-scale development and creating public spaces for people. (Q6)*

Professional engineering services are required in order to achieve regulatory compliance, landfill closure construction quality assurance, administration services, and engineering support through the Final Closure process. The Solid Waste Consulting and Engineering Services Agreement with Locklear & Associates, Inc., dates back to June 1, 2014. The landfill closure was initially scheduled for completion by Summer 2020, more than a year in advance of hosting the 2021 NCAA Cross Country Championship at Apalachee Regional Park. The implementation of the ARP Master Plan approved by the Board in 2017 has been occurring simultaneously with the landfill closure resulting in close coordination and adjustments between the two projects so that the landfill closure operation will not interfere or negatively impact any cross country events including the 2021 NCAA Cross Country Championship.

On September 17, 2019, the Board accepted a status update advising of a delay in the Landfill Closure Project (Attachment #2). The status update informed the Board of hazardous environmental site conditions identified early in the closure process along the northern boundary of the landfill, the cessation of excavation activities in that area, the environmental assessment and recommendation of the project team for design modifications to the landfill closure, ongoing consultation with the Florida Department of Environmental Protection (FDEP) throughout the process, and the construction demobilization process to safely secure the site in accordance with FDEP guidelines. Due to the downtime associated with the project delay, the Board authorized

the County Administrator to amicably terminate the Landfill Closure Construction Agreement with Comanco Environmental Corporation and to rebid the Landfill Closure Construction at a later date.

The County Landfill Closure project team, led by Locklear & Associates, Inc., continues to consult with FDEP throughout this process since any modifications would have to be documented and approved by FDEP. In March 2019, the project team recommended design modifications to prevent said exposure of hazardous materials and best serve the long-term use of the entire site as a regional park. The final FDEP Permit with 90% design plans was submitted in September 2020 and the first Request for Additional Information (RAI) was received from FDEP in October 2020. The County responded to the first RAI in October 2020 and is currently waiting on the permit approval by FDEP. In addition, an Environmental Management Permit (EMP) amendment is required by Development Support and Environmental Management for the new design. The bid package is anticipated to be advertised in Spring 2021 after all permits are issued.

Analysis:

Following the Board's acceptance of the September 2019 status update on the Landfill Closure Project, a new topographic survey was conducted on the 64 acres of the landfill for development of the new design. In February 2020, staff issued a design Notice to Proceed to Locklear and Associates and provided Locklear with the newly completed survey data. In order to minimize any delay in the permitting process, staff and Locklear met with FDEP staff to discuss the guidelines and requirements for the design modification. Staff is working closely with Locklear to obtain the FDEP permits and design modification approval.

At no cost to the County, Locklear has provided services for the design modification and permit and will continue to support the County in the development of the solicitation documents for the closure construction bids and vendor selection. Once the construction vendor(s) has been selected, engineering and consulting services for quality assurance, quality control, pay request evaluations, and certification of construction completion will be required for the duration of the project.

It is anticipated that FDEP will approve the landfill closure permit by December 2020 while a new EMP may be issued in January 2021. Construction bids would be brought back to the Board in Spring 2021. Considering the firm's ongoing role in the design, permitting, and construction oversight of the landfill closure, it is in the County's best interest to continue utilizing Locklear & Associates, Inc., through the entirety of the closure process. At this time, staff is seeking approval for a six-month extension of the Agreement with Locklear & Associates, Inc., at no cost to the County.

Based on the design modifications for the closure of the landfill, an estimated two-year extension request will be brought back to the Board in the Spring for the construction administration costs associated with the closure of the landfill. Anticipated costs to complete the landfill closure will be incorporated into the next budget cycle upon the completion of the bidding of contract(s).

Options:

1. Authorize the County Administrator to extend the Agreement with Locklear & Associates, Inc., for Solid Waste Consulting and Engineering Services (Attachment #1).
2. Do not authorize the County Administrator to extend the Agreement with Locklear & Associates, Inc., for Solid Waste Consulting and Engineering Services.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Amendment #3 to the Solid Waste Consulting and Engineering Services Agreement with Locklear & Associates, Inc.
2. September 17, 2019 status update on the Landfill Closure Project

AMENDMENT #3 TO AGREEMENT

This Agreement is entered into by and between Leon County, Florida, a charter county and political subdivision of the State of Florida, hereinafter "County," and Locklear & Associates, Inc., hereinafter "Contractor."

WITNESSETH

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, County and Contractor do hereby agree as follows:

1. County and Contractor entered into an Agreement dated June 17, 2014, amended on September 26, 2018, and extended on May 31, 2020 which is hereby amended for the third time as follows:
2. Paragraph 3. TIME is hereby amended to extend the Agreement for six additional months to and including May 31, 2021.
3. All other provisions of the June 17, 2014 Agreement, the September 26, 2018 Amendment, and the May 31, 2020 Amendment remain in full force and effect.
4. This Amendment shall become effective on December 1, 2020.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Amendment to the Agreement by their duly authorized signatories.

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

DATE: _____

LOCKLEAR & ASSOCIATES, INC.

BY: _____
President or Authorized Designee

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: _____

Leon County Board of County Commissioners

Agenda Item #21

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Landfill Closure Update and Proposed Design Modifications

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works
Lead Staff/ Project Team:	Charles Wu, P.E., Director, Engineering Services

Statement of Issue:

This agenda item seeks the Board's acceptance of a status update on the Landfill Closure Project, authorization to mutually terminate the Landfill Closure Construction agreement with Comanco Environmental Corporation, and authorization to rebid the Landfill Closure Construction after design modifications have been completed. The design modifications will ensure the landfill is closed in the most environmentally sensitive manner in order to address site conditions identified early in the closure process.

Fiscal Impact:

This item has a fiscal impact based on the proposed design modifications for the closure of the landfill. Final costs related to the modifications will be incorporated into the next budget cycle upon the completion of the bidding of contract(s).

Staff Recommendation:

- Option #1: Accept the status update on the Landfill Closure Project.
- Option #2: Authorize the County Administrator to amicably terminate the Landfill Closure Construction Agreement with Comanco Environmental Corporation and to rebid the Landfill Closure Construction.

Title: Landfill Closure Update and Proposed Design Modifications
September 17, 2019
Page 2

Report and Discussion

Background:

The Landfill Closure is essential to the following FY2017-FY2021 Strategic Initiatives:

- *Implement the Apalachee Landfill closure process in an environmentally sensitive manner which complements the master planning for the site. (2016-15)*
- *Implement a master plan for the Apalachee Regional Park. (2016-24A, rev. 2017)*

These particular Strategic Initiatives align with the Board's Environment and Quality of Life Strategic Priorities:

- *Protect the quality and supply of our water. (EN1)*
- *Conserve and protect environmentally sensitive lands and our natural ecosystems. (EN2)*
- *Maintain and enhance our parks and recreational offerings and green spaces. (Q1)*
- *Promote livability, health and sense of community by enhancing mobility, encouraging human scale development and creating public spaces for people. (Q6)*

This agenda item seeks the Board's acceptance of a status update on the Landfill Closure Project, authorization to mutually terminate the Landfill Closure Construction agreement with Comanco Environmental Corporation (Comanco), and authorization to rebid the Landfill Closure Construction once design modifications have been completed. As discussed in more detail in the Analysis section, the early identification of hazardous site conditions during the landfill closure process and implementation of pro-active operational measures have resulted in the proposed design modifications to ensure the landfill is closed in the most environmentally sensitive manner. Further, the design modifications to the landfill closure operation will not interfere or negatively impact any cross-country events including the 2021 NCAA Cross Country Championship.

At the April 10, 2018 meeting, the Board approved the Agreement with Comanco for the construction of the Solid Waste Management Facility Class I and Class III South Landfill Closure, with construction commencing on June 18, 2018. The closure was anticipated to take two years. The project team for the closure consists of County Solid Waste and Engineering staff, Comanco, and Locklear & Associates, the County's consulting engineer for solid waste services.

In October 2018, as part of the preliminary phases of the closure process, staff and Comanco identified environmental conditions in the northern boundary of the Landfill. In an abundance of caution, excavation activities were immediately ceased in that area and the project team modified Comanco's workplan to continue the closure process in a different part of the Landfill. The project team further assessed the site conditions around the northern boundary to identify an appropriate course of action and determined that further excavation would result in the exposure of hazardous materials. In March 2019, the project team recommended design modifications to prevent said exposure and best serves the long-term use of the entire site as a regional park. At that time, the County ceased all landfill closure activities and worked with Comanco to devise a demobilization plan to safely secure the site in accordance with the Florida Department of Environmental Protection (FDEP) guidelines.

Title: Landfill Closure Update and Proposed Design Modifications
September 17, 2019
Page 3

Following the demobilization, the project team consulted with FDEP to evaluate concepts for the design modifications to safely close the landfill. Once the modifications are complete, FDEP will advise whether the County will need a permit amendment or a new Landfill Closure Permit from FDEP. Upon further conversations with Comanco and as explained further in the analysis, the stoppage of the landfill excavation closure presents a burden on Comanco's ability to secure additional work while it is under contract with Leon County. At Comanco's request, this item seeks Board authorization to amicably terminate the agreement with Comanco and to rebid the Landfill Closure Construction Project once the design modifications have been completed and approved by FDEP.

Analysis:

On December 8, 2014, as part of the annual retreat, the Board discussed a series of long-term policy issues including the future use of the Solid Waste Management Facility. At the April 28, 2015 Budget Workshop, the Board directed staff to formally proceed with the permanent closure of the landfill and provided direction for the development of a master plan for enhancing Apalachee Regional Park (ARP). These long-term projects and investments in the transition of the site have been proceeding accordingly with the Board's approval of the Apalachee Regional Park Master Plan (Master Plan) in 2017 and the Comanco agreement in 2018 for the closure of the landfill.

In October 2018, early in the closure process, staff and Comanco identified hazardous site conditions on the northern boundary of the landfill in which the bottom liner between Phase IIB and Phase IIC Cells could not be located. The liner is intended to be a barrier which is laid down under landfill sites to protect soil and groundwater. In an abundance of caution, excavation activities were immediately ceased in that area. In order to minimize any delay of the closure project, staff directed Comanco to shift its closure operation to the west side of the landfill while the project team evaluated the liner issue.

The lack of a liner on the northern boundary is the result of a tear. Further excavation of the area where hazardous materials had historically been buried at the landfill would have posed environmental concerns for this project. Upon identifying this issue early in the closure process, the project team agreed to immediately cease any excavation activities near the northern boundary and explore alternative approaches to prevent any hazardous material exposure. The project team consulted with FDEP throughout this process since any modifications would have to be documented and approved by FDEP.

In March 2019, the project team recommended design modifications to prevent said exposure and best serves the long-term use of the entire site as a regional park. At that time, the County ceased all landfill closure activities and worked with Comanco to devise a demobilization plan to safely secure the site in accordance with FDEP guidelines.

Comanco began the demobilization process and placed an average of six inches of clay throughout the entire construction site to cover all waste exposed during closure activities. Afterwards, County crews seeded the new cover for erosion control. All construction materials delivered to the site were inventoried and secured before Comanco's demobilization in March 2019. Leon County

Title: Landfill Closure Update and Proposed Design Modifications
September 17, 2019
Page 4

staff continues the erosion control and site maintenance until the landfill closure operation resumes.

The project team assessed the environmental conditions and have mutually agreed that design modifications for closure project are warranted. To ensure the environmental stewardship of the site, the project team finds that a 'fill only' approach would best serve the long-term use of the property as a regional park and the adjacent water body. This would complete the landfill closure without excavating or regrading the solid waste materials. FDEP concurs that the fill only design is a good approach and looks forward to working with the County during the modification process. According to the schedule provided by the designer, Locklear and Associates, the modifications will take approximately six months to complete including the time for FDEP's review and consent.

Once the project team agreed on the proposed design modifications, Comanco expressed concerns about the downtime associated with the project delay, the burden it would place on its business, and requested to be released from its contract with the County. As part of the original contract award, Comanco was required to provide a \$12.9 million bond. Due to the delays associated with the design modifications, Comanco is not working at the project site and is not generating any income. Furthermore, Comanco is unable to bid large projects as their bonding capability is greatly restricted with the current bond still in place for this project.

Amicably terminating the contract with Comanco will allow them to pursue other work opportunities while the design modifications are ongoing. This requires Board approval since the project has not been completed and there is 'no cause' for the County Administrator to terminate the contract for lack of performance. As a result, this item seeks Board authorization to amicably terminate the agreement with Comanco and to rebid the Landfill Closure Construction Project once the design modifications have been completed and approved by FDEP. Comanco remains interested and eligible to competitively bid on the next phase of the landfill closure project.

The design modifications will require additional cover materials to be transported to the landfill and may allow more contractors to bid on this project. This will not include any solid waste material excavation or handling. In addition, staff is developing a plan to utilize either crews from Public Works or a hauling contractor to transport materials from the F.A. Ash Borrow Pit to reduce costs and time in the final phase of the closure operations. Final costs related to the modifications will be incorporated into the next budget cycle upon the completion of the design modifications and bidding of contract(s).

It is anticipated to have the design modifications completed and permitted by Spring 2020, followed by three to four months to seek competitive bids so the closure operation can resume within a year. Once the closure resumes, preliminary estimates call for closure operations to last approximately 18 months and be completed by Summer 2022.

ARP Master Plan

The landfill closure was scheduled for completion by Summer 2020, more than a year in advance of hosting the 2021 NCAA Cross Country Championship at Apalachee Regional Park. The implementation of the ARP Master Plan approved by the Board in 2017 has been occurring simultaneously with the landfill closure resulting in close coordination and adjustments between

Title: Landfill Closure Update and Proposed Design Modifications
September 17, 2019
Page 5

the two projects so that the landfill closure operation will not interfere or negatively impact any cross country events including the 2021 NCAA Cross Country Championship.

For example, the plan to relocate the radio control airplane field was dependent on the closure of the landfill. However, Parks and Recreation staff worked with the Seminole Radio Control Club and identified a new location on the property for the radio control airplane field. As a result, the current radio control airplane field will be vacated for the construction of the cross country facilities as part of the Phase 1 implementation of the ARP Master Plan.

Staff recommends Board acceptance of the Landfill Closure Project status update and authorization for the County Administrator to amicably terminate the Landfill Closure Construction Agreement with Comanco Environmental Corporation and to rebid the Landfill Closure Construction.

Options:

1. Accept the status update on the Landfill Closure Project.
2. Authorize the County Administrator to amicably terminate the Landfill Closure Construction Agreement with Comanco Environmental Corporation and to rebid the Landfill Closure Construction.
3. Do not authorize County Administrator to terminate the Landfill Closure Construction Agreement with Comanco Environmental Corporation and to rebid the Landfill Closure Construction
4. Board direction.

Recommendation:

Options #1 and #2

**Leon County
Board of County Commissioners**

Notes for Agenda Item #14

Leon County Board of County Commissioners

Agenda Item #14

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Resolution in Support of a Florida Department of Transportation Grant Application to Construct Five Safe Route to School Sidewalk Projects

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director of Public Works Charles Wu, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Chris Muehlemann, P.E., Chief of Engineering Design

Statement of Issue:

This item seeks Board approval of a Resolution in support of a Florida Department of Transportation (FDOT) grant application to construct Safe Route to School Sidewalk projects on Woodville Highway, Canyon Creek Road, Shumard Road, Westway Road and Sherborne Road.

Fiscal Impact:

This item has a fiscal impact. The associated grant has no County match requirement.. If awarded, FDOT will reimburse the County 100% of the cost of design, construction and construction inspection.

Staff Recommendation:

Option #1: Adopt the Resolution in support of the Florida Department of Transportation grant application to construct sidewalks on Woodville Highway, Canyon Creek Road, Shumard Road, Westway Road, and Sherborne Road (Attachment #1).

Report and Discussion

Background:

This item seeks Board approval of a Resolution in support of a Florida Department of Transportation (FDOT) Grant Application to construct Safe Route to School (SRTS) Sidewalk projects on Woodville Highway, Canyon Creek Road, Shumard Road, Westway Road and Sherborne Road (Attachment #1). FDOT requires a Resolution from the Board in support of the projects to be included in the grant application package.

These sidewalk projects advance the following FY 2017-FY 2021 Strategic Initiative and 5-Year Target:

- *Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements. (2017-9)*
- *Construct 30 miles of sidewalks, greenways, and trails. (T8)*

This particular Strategic Initiative and 5-Year Target aligns with the Board's Quality of Life Strategic Priorities:

- *(Q5) Support strong neighborhoods.*
- *(Q6) Promote livability, health and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.*

Based on the April 28, 2015 Budget Workshop, as ratified on May 12, 2015, the Board adopted revised Policy No. 13-1, "Sidewalk Eligibility Criteria and Implementation" and approved the SRTS and Community Sidewalk Enhancements Tier Prioritization List. The criteria require that for a sidewalk to be considered a SRTS, it must be on the list adopted by the Capital Region Transportation Planning Agency Board (CRTPA). These sidewalk segments were included in the list adopted at the September 15, 2014 CRTPA Board meeting.

In September 2020, staff received the call from FDOT for Safe Routes to School Grant Applications.

Analysis:

According to Leon County Policy No. 13-1, all projects within a given Priority Tier level shall be given equal priority with respect to funding and development activities. All Tier 1 projects shall be programmed through construction prior to staff beginning work on Tier 2 projects. However, the SRTS Grants, if awarded, will not become available for at least three more years. Staff anticipates that all Tier 1 SRTS Projects will be programmed through construction prior to the realization of the FDOT SRTS Grant funding. Considering the timing of funding availability, the following projects are selected from the Tier 2 group of the Board approved Sidewalk Program Prioritization List:

- Woodville Highway between Natural Bridge Road and Hickory Lane
- Canyon Creek Road between Old Woodville Highway and Shumard Drive
- Shumard Drive between Canyon Creek Road and Bur Oak Drive
- Westway Road between Crawfordville Road and Capital Circle SW
- Sherborne Road between Old Bainbridge Road and Rockingham Road

The proposed sidewalk along Woodville Highway will be located on the east side of the roadway extending approximately 705 linear feet between Natural Bridge Road and Hickory Lane (Attachment #2). It will connect to the existing sidewalk network along Natural Bridge Road and Woodville Highway. This sidewalk will extend the existing network of sidewalks that provides safe pedestrian passage to Woodville School (K-8).

The proposed sidewalk along Canyon Creek Road from Old Woodville Highway to Shumard Drive is approximately 637 feet and would provide access from the Woodlands and Forestgate area to the St. Marks Trail and Woodville School (Attachment #2).

The proposed sidewalk along Shumard Drive from Canyon Creek Drive to Bur Oak is approximately 316 feet and is a continuation of the Shumard Road sidewalk providing access to the St. Marks Trail and Woodville School (Attachment #2).

The proposed sidewalk along Westway Road will be located on the north side of the roadway extending approximately 3,751 linear feet between Capital Circle Southwest and Crawfordville Highway (Attachment #3). The proposed sidewalk will provide the surrounding neighborhoods a safe means of pedestrian access to Oakridge Elementary School (K-5).

The proposed sidewalk along Sherborne Road between Old Bainbridge Road and Rockingham Road is approximately 280 feet and will provide a connection from Edinburgh Estates to the existing sidewalk network along Old Bainbridge Road and Perkins Road and provides access to Canopy Oaks Elementary School (K-5) (Attachment #4).

There are no match requirements associated with the grants. If awarded, FDOT will reimburse the County 100% of the design, construction and construction inspection costs. A grant agreement to accept funds will come back to the Board for approval if the County is awarded the SRTS Grant.

Options:

1. Adopt the Resolution in support of a Florida Department of Transportation Grant Application to construct sidewalks on Woodville Highway, Canyon Creek Road, Shumard Drive, Westway Road, and Sherborne Road (Attachment #1).
2. Do not adopt the Resolution in support of a Florida Department of Transportation Grant Application to construct sidewalks on Woodville Highway, Canyon Creek Road, Shumard Drive, Westway Road, and Sherborne Road.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Resolution
2. Location Map – Woodville Highway, Canyon Creek Road and Shumard Road
3. Location Map – Westway Road
4. Location Map – Sherborne Road

RESOLUTION: 2020-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEON COUNTY, FLORIDA IN SUPPORT OF A GRANT APPLICATION
TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR
CONSTRUCTION OF SAFE ROUTE TO SCHOOL (SRTS) SIDEWALK
IMPROVEMENT PROJECTS ON WOODVILLE HIGHWAY, CANYON,
CREEK ROAD, SHUMARD ROAD, WESTWAY ROAD AND
SHERBORNE ROAD**

WHEREAS, the Leon County Board of County Commissioners seeks to increase the number of children who safely walk or bicycle to school; and

WHEREAS, Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law on July 6, 2012 providing a funding source for SRTS activities; and

WHEREAS, this support is consistent with the Capital Regional Transportation Planning Agency (CRTPA), Florida Department of Transportation, and MAP-21 policies; and

WHEREAS, the proposed sidewalk on Woodville Highway between Natural Bridge Road and Hickory Lane will extend the existing network of sidewalks that provides safe pedestrian passage to Woodville School; and

WHEREAS, the proposed sidewalk along Canyon Creek Road from Old Woodville Highway to Shumard Drive will provide access from the Woodlands and Forestgate area to the St. Marks Trail and Woodville School; and

WHEREAS, the proposed sidewalk along Shumard Drive from Canyon Creek Drive to Bur Oak is a continuation of the Shumard Road sidewalk providing access to the St. Marks Trail and Woodville School; and

WHEREAS, the proposed sidewalk on Westway Road between Capital Circle Southwest and Crawfordville Highway will provide the surrounding neighborhoods a safe means of pedestrian access to Oakridge Elementary School; and

WHEREAS, the proposed sidewalk along Sherborne Road between Old Bainbridge Road and Rockingham Road will provide a connection from Edinburgh Estates to the existing sidewalk network along Old Bainbridge Road and Perkins Road and provides access to Canopy Oaks Elementary School.

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

1. The Board of County Commissioners hereby authorizes the County to submit an application for a Florida Department of Transportation Sidewalk Construction Grant and expresses a willingness to enter into a Memorandum of Agreement between Leon County, Florida and the Florida Department of Transportation if said grant is awarded.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 17th day of November 2020.

LEON COUNTY, FLORIDA

By: _____
Bryan Desloge, Chairman
Board of County Commissioners

ATTESTED BY:

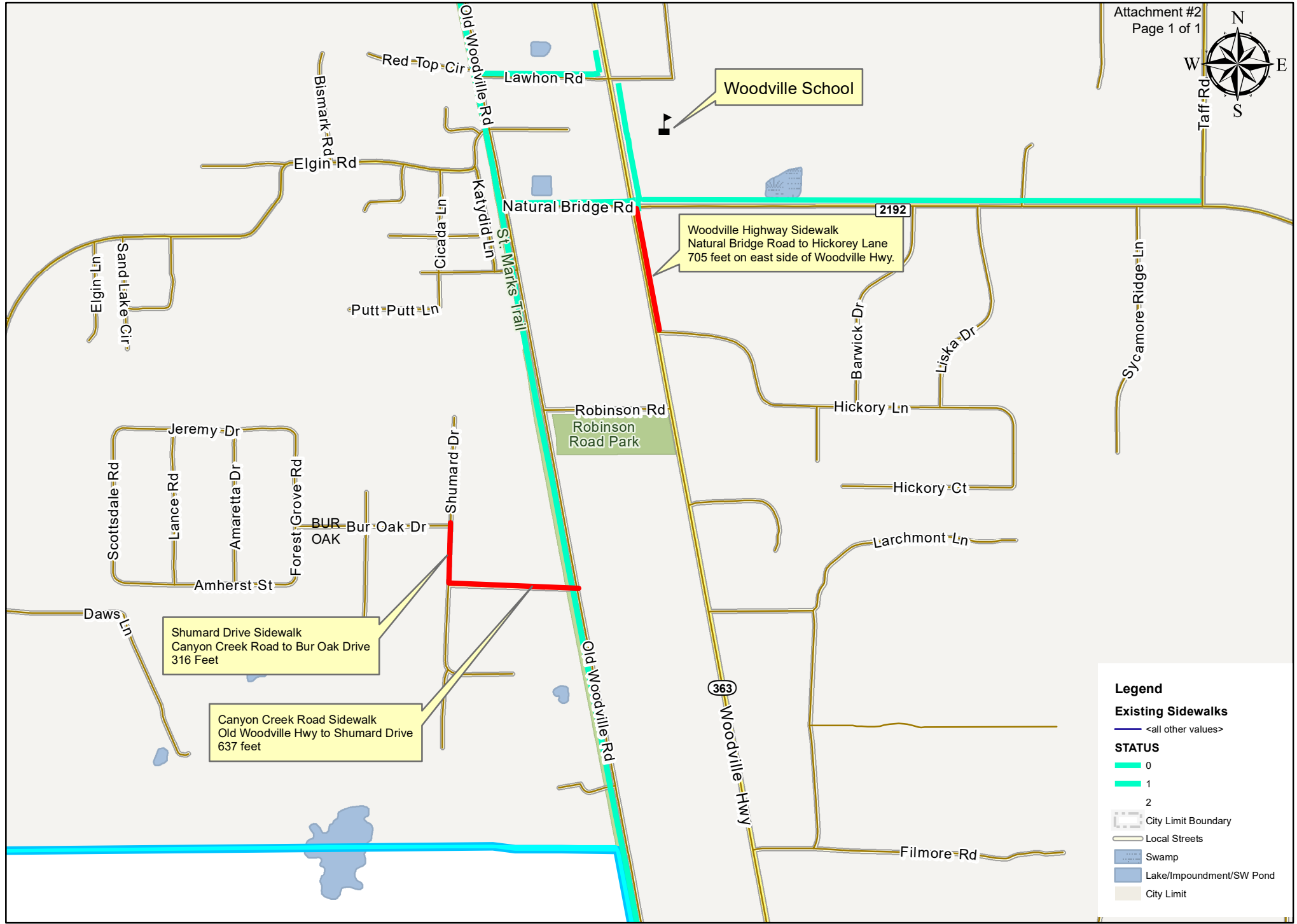
Gwendolyn Marshall, Clerk of Court & Comptroller
Leon County, Florida

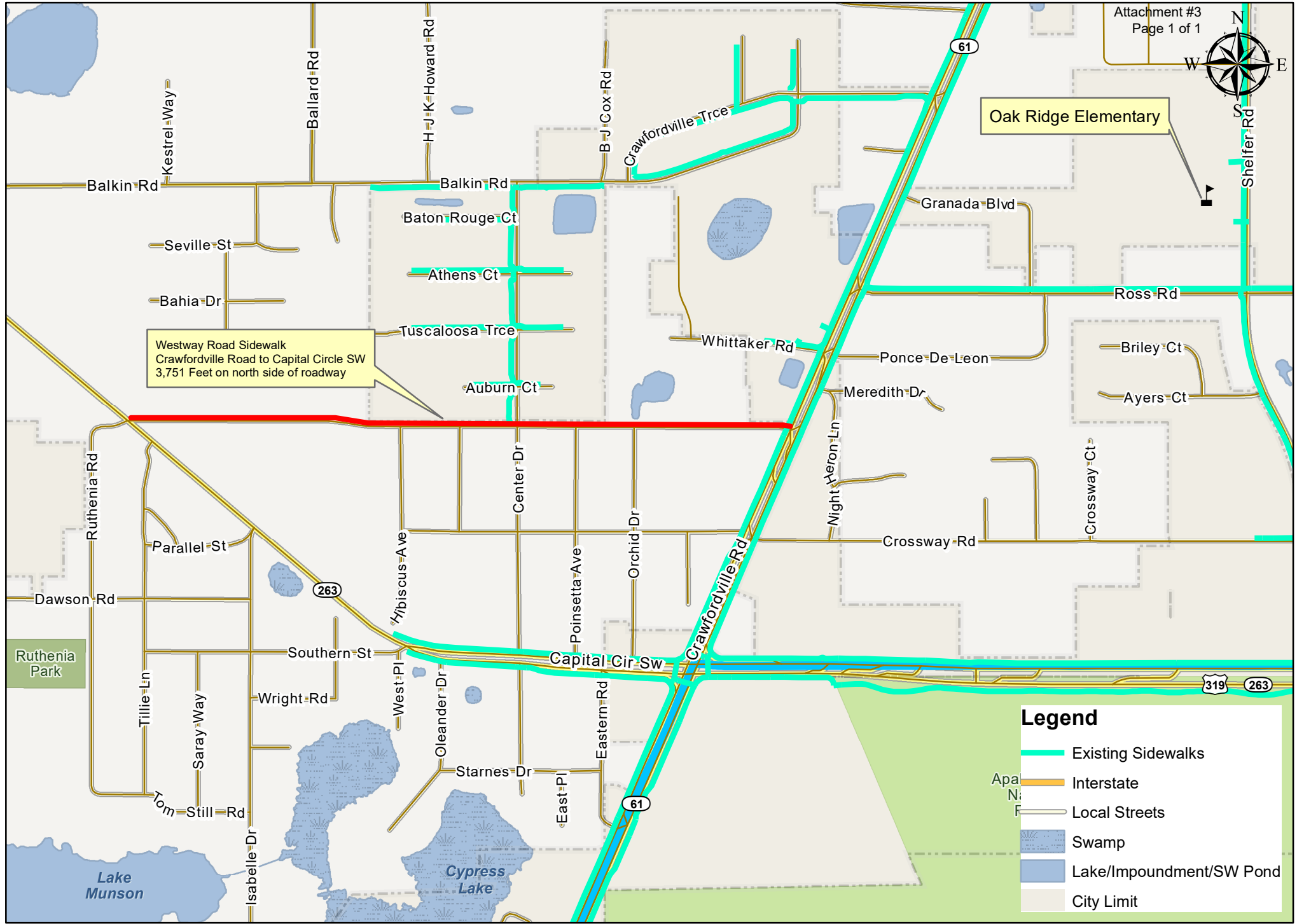
By:_____

APPROVED AS TO LEGAL SUFFICIENCY:

Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

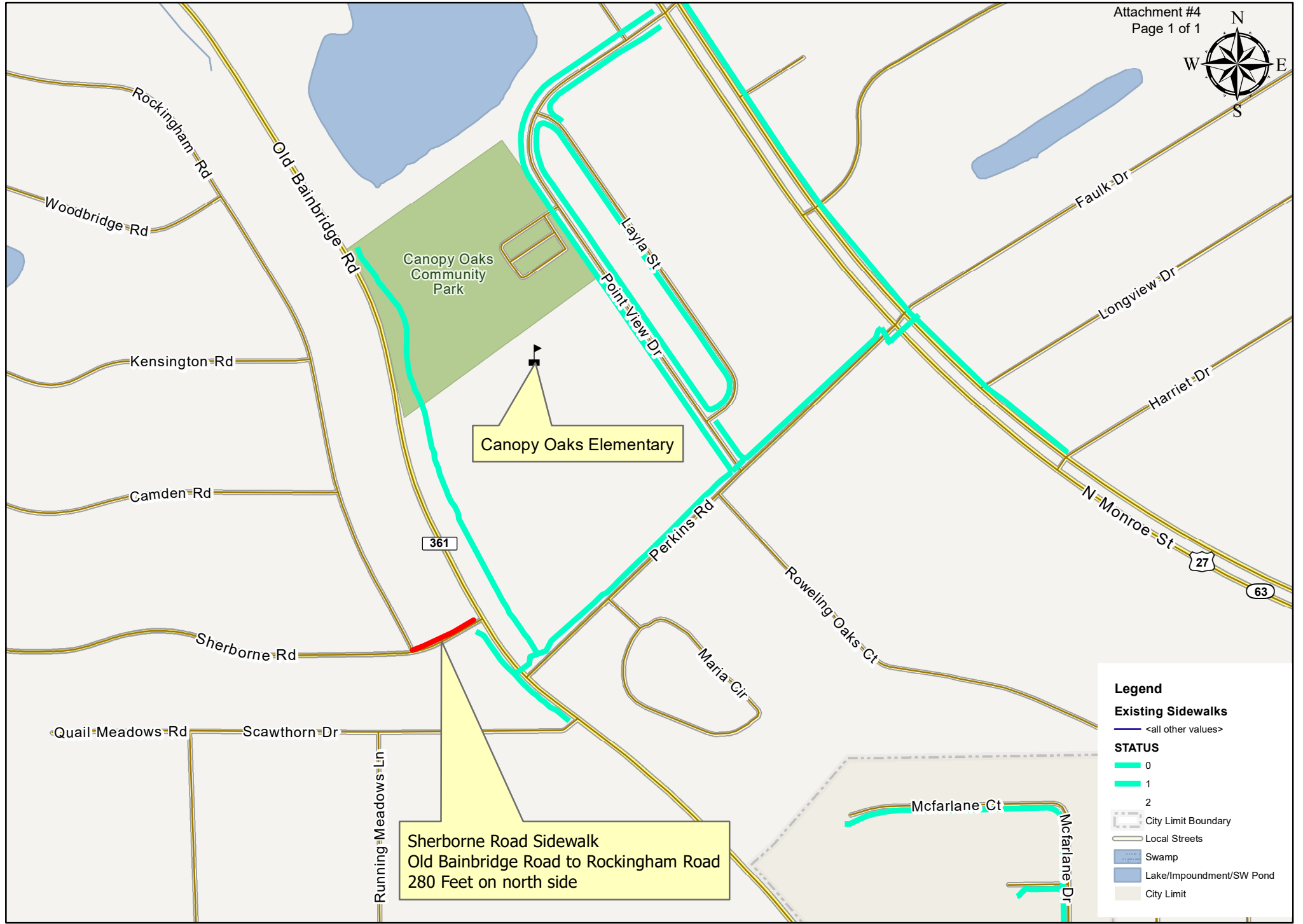
By:_____





Legend

- Existing Sidewalks
- Interstate
- Local Streets
- Swamp
- Lake/Impoundment/SW Pond
- City Limit



Canopy Oaks Elementary - Sidewalk Projects

Posted November 9, 2020

**Leon County
Board of County Commissioners
Notes for Agenda Item #15**

Leon County Board of County Commissioners

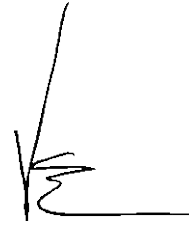
Agenda Item #15

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Update on the Capital Area Sustainability Compact Administrator Role



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director of Office of Resource Stewardship
Lead Staff/ Project Team:	Tessa Schreiner, Recycling and Sustainability Manager

Statement of Issue:

This item seeks Board approval for the Apalachee Regional Planning Council to serve as the administrator for the Capital Area Sustainability Compact. Sustainable Tallahassee, the current administrator, has notified the County that the non-profit no longer has the capacity to fill this role.

Fiscal Impact:

This item has a fiscal impact. The FY 2021 Budget includes \$8,800 for support of the Compact. This item recommends allocating \$4,970 for Apalachee Regional Planning Council to serve as the Compact Administrator and \$3,830 in one-time support of Sustainable Tallahassee's strategic planning initiative.

Staff Recommendation:

- Option #1: Ratify the recommendation of the Capital Area Sustainability Compact members to approve the Apalachee Regional Planning Council as the Compact Administrator and allocate \$4,970 for the role.
- Option #2: Direct \$3,830 funding to Sustainable Tallahassee in one-time support of their strategic planning initiative.

Report and Discussion

Background:

This item seeks Board approval for the Apalachee Regional Planning Council to serve as the administrator for the Capital Area Sustainability Compact. Serving as the Capital Area Sustainability Compact (“Compact”) Administrator since its establishment, Sustainable Tallahassee has stated they no longer have the capacity to fill the Compact Administrator role. As a result, this agenda item seeks Board approval to proceed with a replacement administrator to ensure continuity and momentum of the Compact. Compact members have considered various options and identified the Apalachee Regional Planning Council (ARPC) as the recommended alternative.

This item provides an update on the Compact, which advances the following FY2017-FY2021 Strategic Initiative:

- *Work with Sustainable Tallahassee and community partners to evaluate developing a community-wide climate action plan. (2017-6)*

This particular Strategic Initiative aligns with the Board’s Environment Strategic Priorities:

- *(EN3) Promote orderly growth and sustainable practices.*
- *(EN4) Reduce our carbon footprint.*

In fall of 2017, staff approached leadership of Sustainable Tallahassee on a collaborative idea to further drive sustainability in the community. The idea evolved into the Capital Area Sustainability Compact, with the hope that the largest local organizations in the community would join and work together to tackle sustainability challenges and identify shared opportunities. In summer of 2019, eight founding organizations officially signed onto the Compact: Leon County Schools, Florida State University, Capital Regional Medical Center, Florida A&M University, the City of Tallahassee, Tallahassee Community College, Tallahassee Memorial Healthcare, and Leon County Government. By signing on, the organizations have committed to work together to develop a joint strategy to minimize the community footprint, reduce greenhouse gas emissions, and drive sustainable action in the Capital Area. In addition, each member organization has committed to creating a sustainability action plan for its organization within two years of signing the Compact.

Through the creation of the Compact, Leon County worked alongside Sustainable Tallahassee in forming the collaborative. As the needs and structure of the Compact began to take shape, it was clear the Compact needed an Administrator to support the Compact through various administrative duties that include: set meeting times and agendas, help facilitate meetings, identify areas of collaboration and interest among Compact members, keep records and meeting notes, and other administrative tasks. As the organization that helped bring the Compact together, it was a natural fit that Sustainable Tallahassee become the Compact’s first Compact Administrator. Leon County offered to financially support this role in the first years of the Compact, so that cost was not a barrier for any member organizations in the initial stages of the collaborative effort. Beginning in FY 2019, Leon County has made the administration of the Compact the focus of the annual agreement with Sustainable Tallahassee, contributing \$8,800 to

Sustainable Tallahassee annually. Leon County has been the sole contributing funder of the Compact Administrator role up to now, although other Compact members have said they will be able to contribute to the role during the current fiscal year.

Since founding members officially signed on in 2019, the Compact has created a charter, convened dozens of Steering Committee and Working Group meetings, and continues to identify opportunities for collaboration. Although in-person meetings were put on hold in March due to COVID-19, the various Compact groups have continued to meet virtually. The Compact Administrator serves a vital role in helping keep the Compact momentum going, keeping members engaged, and finding synergies and opportunities between Compact members.

In October 2020, Sustainable Tallahassee sent a letter (Attachment #1) to the County notifying that due to a shift in staffing and organizational structure, Sustainable Tallahassee no longer has the capacity to serve as the Compact Administrator at this time. The purpose of the Compact Administrator role is to carry out various facilitation and administrative functions for the Capital Area Sustainability Compact. Through the Compact Charter, the Compact Steering Committee outlined several responsibilities of the Compact Administrator that include:

- Convening regularly scheduled Steering Committee meetings and working group meetings
- Keeping and maintaining records of Steering Committee and working group actions, notes, and other documents
- Sending out meeting announcements and distributing agendas to members
- Other duties as assigned by the Steering Committee

This item seeks Board approval to reallocate funds to the Apalachee Regional Planning Council to conduct the Compact Administrator role.

Analysis:

This section provides further information on the Sustainable Tallahassee's organizational shift, Compact Administrator role, and the Apalachee Regional Planning Council.

Sustainable Tallahassee

Sustainable Tallahassee has played a critical role in the development of the Compact. Since the Compact's official foundation, Sustainable Tallahassee has served as the Compact Administrator, supporting the Compact through various facilitation and administrative functions. Due to a shift in organizational structure and leadership, Sustainable Tallahassee has indicated that it no longer has the capacity to serve in this role.

In May 2020, Sustainable Tallahassee's full-time Executive Director resigned from the position. The Sustainable Tallahassee Board made the decision not to rehire due to the uncertainties brought by the COVID-19 pandemic and the economic downturn, although the Board President is currently fulfilling the role on a volunteer, unpaid basis. Sustainable Tallahassee dedicated a significant portion of the Executive Director's time to serving as the Compact Administrator, and

since May, Sustainable Tallahassee has been fulfilling this role through the volunteer efforts of the President.

In October 2020, staff received official notice (Attachment #1) from Sustainable Tallahassee informing the County that it no longer has the capacity to serve as the Compact Administrator. Given the time commitments, administrative duties, and needs of the Compact Administrator role, Sustainable Tallahassee does not have the long-term staffing abilities to continue providing the level of service requested by the Compact Steering Committee under the current structure. In the time that Sustainable Tallahassee has served as the Compact Administrator, the Compact has received public input and has provided opportunities for public involvement through the standing Sustainable Tallahassee committees.

Sustainable Tallahassee has asked that the County allocate the existing FY21 annual funding agreement towards supporting the organization, as it implements its new strategic action plan and activities. This new action plan is guided by an updated organizational vision and mission statement, and Sustainable Tallahassee plans to carry it out through the work of its volunteers and Board members. The adopted County budget includes \$8,800 originally anticipated for Sustainable Tallahassee to serve as Compact Administrator. The County's Office of Sustainability also is a member of Sustainable Tallahassee and pays \$1,000 annually in dues. Prior to the launch of the Compact, the County did provide the \$8,800 in funding to Sustainable Tallahassee. The City of Tallahassee also previously provided similar funding, but the City stopped this funding three years ago with the launch of the City's Sustainability Office. With the work of the Compact membership and the County's full-time dedicated professional sustainability staff, the necessity for a volunteer organization to augment the County's programming efforts has diminished. However, while this item does recommend providing \$4,970 to ARPC to serve in the Compact Administrator role for the balance of FY2021, this would leave a balance of \$3,830. This item does recommend allocating the remaining budget, \$3,830, as one-time funding for Sustainable Tallahassee during their transition and assisting them through their new strategic planning process. If Sustainable Tallahassee requests additional funding next fiscal year, this would be addressed as part of the annual budget process. However, at this time it is unlikely that funding would be recommended given efforts already being undertaken by the County's Office of Sustainability and the focused efforts of the Compact membership.

Was joint with City and County, would be community wide focus; the City doesn't provide any funding. 3 solo years

Staff will continue to work with Sustainable Tallahassee to identify opportunities to support the organization's efforts as it works through implementing its action plan. Sustainable Tallahassee played an instrumental role in creating the Compact, and staff remains supportive of its organizational involvement and sustainability work in the community.

Compact Administrator Role

As Sustainable Tallahassee no longer has the capacity to serve in the Compact Administrator role, the Compact Steering Committee examined alternative administrative structures or organizations that could fulfill the Administrator duties. Sustainable Tallahassee has estimated

that fulfilling the Compact Administrator role requires between 5-10 staff hours a week. Structures included self-governing and organizing; having one of the Compact members serve in the role; as well as the continued approach of engaging a third-party non-member to facilitate. Nearly all other compacts and collaboratives around the state and country use a third party in an administrative role to support the groups' efforts. Although not common for other compacts, self-governance was discussed. However, the Steering Committee members felt that sharing the administrative burden among members would greatly diminish the likelihood that sustained progress continues. Steering Committee members voiced that the additional time commitment of self-governance could be an added charge and time commitment barrier for some staff, and additional tasks could result in reduced participation in the Compact overall. The governance option for one of the members, such as the County, to take over the Compact Administrator duties was also explored. While using the ARPC is the Compact members recommendation, the County's Office of Sustainability could serve in this role if necessary.

Having an outside organization serve as the Administrator provides important benefits including creating an atmosphere for neutral facilitation, bringing fresh and outside perspectives to the table, the ability to ask difficult questions and confront assumptions, and can help ensure that all members contribute and receive benefit equitably. The Compact Administrator relieves the administrative burden from the Compact members so that meetings can be focused on the collaborative sustainability work. With agreement that a third-party structure offers the greatest benefit to the Compact, the Steering Committee examined numerous organizations that could potentially provide such services.

Apalachee Regional Planning Council

After thorough research and analysis of local organizations, the ARPC is being recommended by the Compact Steering Committee to serve as the Compact Administrator. ARPC is an organization with a collaborative mission, a robust team, and an ever-growing interest in the resilience and sustainability space. In addition, ARPC has access to various networks and potential grant funding that could be beneficial to the Compact as the collaborative evolves and grows. Furthermore, the East-Central, Northeast, and Tampa Bay Collaboratives, which are similar in many ways to the Capital Area Sustainability Compact yet focus more on resilience, are all housed in their region's Regional Planning Council (RPC). ARPC is naturally networked with these RPCs and could learn from their efforts in this type of role. ARPC has indicated that it is interested in and has the capacity to fulfill this role and has quoted the Compact a rate of \$8,000 annually (\$800 less than the former services of Sustainable Tallahassee) to fulfill the Compact Administrator roles and responsibilities. Given that FY21 has already begun, ARPC has provided a pro-rated quote of \$6,970 for the remainder of FY21.

Fiscal Considerations

As mentioned in the Background section, since FY 2019, the County has been the sole funder of the Compact Administrator role at \$8,800 annually. However, this fiscal year, the City of Tallahassee and Florida State University have indicated that they will be able to financially contribute at \$1,000 each. It is anticipated that next year even more Compact members will be able to contribute, with the hope over time that all members will support the role equally. Support of the City and FSU reduces the County's annual financial contributions to \$4,970 in FY21. The County's FY21 budget was enacted prior to notice that Sustainable Tallahassee

would not continue as the Compact Administrator, or the ability of funding contributions by the City and FSU, therefore the full \$8,800 is currently available as budgeted in the Office of Sustainability's operating budget. Should the Board approve the ARPC to receive \$4,970 to administer the Compact, up to \$3,830 would remain unallocated. This item recommends providing this funding to Sustainable Tallahassee in one-time support of its strategic planning as noted in the October letter.

The Compact Steering Committee voted to move forward with ARPC as the Compact Administrator, with the understanding that Leon County Government, as the majority financial contributor, would need to grant final approval to transfer the funds previously allocated to Sustainable Tallahassee to ARPC. Should the Board ratify the Compact's recommendation, the ARPC has indicated the ability to begin serving as the Compact Administrator immediately.

Conclusion

Sustainable Tallahassee played a crucial part in creating the Compact, and has served as the Compact's first Administrator, helping support the Compact and its members in the first stages of its development. Due to changes in the organization's leadership structure, Sustainable Tallahassee no longer has the capacity to serve in the Compact Administrator role. After thorough discussion and research, the Compact Steering Committee voted to recommend moving forward with the ARPC as the next Compact Administrator. Although the County has been the sole funder of this role since inception, this year more Compact member organizations are able to contribute financially, with anticipation of financial contribution by all members in the future.

It is anticipated by the Compact Steering Committee that ARPC will help the Compact continue to evolve and grow and will bring new ideas and opportunities to the collaborative. In the coming year, the Compact plans to work on several important initiatives that include compiling information on what each Compact member is doing through a sustainability inventory, working together to support Compact members in creating a sustainability plan that do not currently have one, and taking a deeper dive into how a joint strategy for reducing greenhouse gas emissions may take shape. Moving forward, the Compact will continue to seek public input from various avenues, including Sustainable Tallahassee. Should the Board approve staff's recommendation to shift existing funding to the ARPC for the Compact Administrator role, ARPC would also be tasked with fielding public input and communicating to the Compact members. Public input is critical to the mission of the Compact, and staff will work with ARPC to ensure that opportunities for public input continue to expand. Having the support of ARPC as the Compact Administrator will be key in achieving these efforts.

Options:

1. Ratify the recommendation of the Capital Area Sustainability Compact members to approve the Apalachee Regional Planning Council as the Compact Administrator and allocate \$4,970 for the role.
2. Direct \$3,830 funding to Sustainable Tallahassee in one-time support of their strategic planning initiative.
3. Direct staff to recommend to the Capital Area Sustainability Compact Steering Committee that the County serve as the Compact Administrator.
4. Board direction.

Recommendation:

Options #1 and #2

Attachment:

1. October 30, 2020 letter from Sustainable Tallahassee

P. O. Box 765
Tallahassee, Florida 32302
850-597-9836
SustainableTallahassee.org



Mike Mitchell, President
Shawn Youngblood, Vice President
Jack Diestelhorst, Treasurer
Jane McElroy, Secretary
Peggy Sanford, Past President

October 30, 2020

To: Maggie Theriot
Director
Leon County Office of Resource Stewardship
1907 S. Monroe Street, Tallahassee, FL 32301

From: Board of Directors, Sustainable Tallahassee

Re: Sustainable Tallahassee's Funding in Leon County FY 2020-2021 Budget and Role in the Capital Area Sustainability Compact

Dear Ms. Theriot,

Sustainable Tallahassee (ST) has held an integral role in the Capital Area Sustainability Compact (Compact) since its inception in 2018, including serving as the Compact administrator at the request of the Compact Steering Committee. ST enthusiastically supports the Compact's efforts to increase the sustainability of the eight largest organizations in the capital area, and we have previously dedicated a significant portion of our Executive Director's time to facilitating Compact activities, as well as offering support and research through our committees.

In May 2020, ST's Executive Director resigned, and the Board of Directors opted not to re-hire due to the uncertainties presented by the ongoing COVID-19 pandemic and economic downturn. We have since fulfilled our responsibility to the Compact via the volunteer efforts of our President, however we recognize that this is not a sustainable long-term solution. After discussions with the Compact Steering Committee and Leon County staff, ST agrees that we are not the best fit to provide the level of service requested by the Compact Steering Committee.

Leon County has long supported ST with annual funding, including prior support for our Community Carbon Fund, and local foods and waste reduction programs. However, since 2018 this funding in the amount of \$8,800 has been tied specifically to Compact administration. While we value this support greatly, Leon County is currently the only Compact member providing funding for Compact administration, and this funding alone is insufficient to provide us with the capacity to continue to serve as Compact administrator. In the interest of the continued success of the Compact, we request that ST's funding in the Leon County FY 2020-2021 Budget be separated from administration of the Compact. This will allow ST to pursue other projects, as well as allow other organizations to be considered for financial support as the Compact administrator.

Though we are requesting to be released from our obligation of administration, we remain committed to the success of the Compact and pledge to support it and its member's efforts. Throughout our history, ST has provided immense value to the community through our various programs and projects. Whether leading sustainability discussions in our committees, helping other local non-profits reduce their energy use and carbon footprints through the Community

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Mike Mitchell, President
Shawn Youngblood, Vice President
Jack Diestelhorst, Treasurer
Jane McElroy, Secretary
Peggy Sanford, Past President

Carbon Fund, or delivering public educational programming through events like Green Drinks or the Electric Vehicle Expo, ST has always sought to provide an avenue for public engagement on sustainability topics.

Like many community organizations, we have been greatly impacted by the COVID-19 crisis. Prior to March 2020, in-person gatherings and events formed the core of both our programmatic and fundraising activities, and the necessary limitations on these proved to be a significant challenge. However, challenges can also present opportunities for growth.

ST has successfully moved all events to a virtual format, and continues to provide opportunities for public engagement. We have also had a tremendous impact through the temporary repurposing of our Rags2Bags program, which has hand-made over 10,000 facemasks, in addition to coordinating the distribution of over 150,000 facemasks from the Florida Department of Health and Federal Emergency Management Agency. This included the provision of 500 facemasks to Leon County personnel in May, and participation in a combined mask and food distribution event for southside neighborhoods at the North Florida Fairgrounds in June. The dedicated volunteers of the Rags2Bags team helped fill the critical gap in availability of personal protective equipment in the early days of the pandemic, and truly belong among the many heroes of this crisis.

We have also begun to refocus other existing programs towards addressing the long-term impacts of COVID-19, with a particular emphasis on food insecurity. This includes a recent partnership with the Frenchtown Neighborhood Improvement Association that is one of only two projects in Florida to receive funding from the U.S. Department of Agriculture. ST will soon begin work to map the local food systems, providing vital information to help expand the operations of the Frenchtown Farmers Market and Kitchen Share facility. Similarly, our Local Foods Committee continues to provide support and technical assistance to restore and/or construct new community gardens. This work has continued despite the challenges posed by COVID-19, and our volunteers are helping to make a difference in some of the communities most impacted by the dual health and economic crises.

There are multiple opportunities for ST to continue to facilitate and lead programs that address the many challenges of a post-COVID world. Recognizing this, the Board has recently worked with a *pro bono* consultant to develop and approve an Action Plan to increase our capacity to serve the Leon County community in meaningful ways. This Action Plan will be implemented over the next 12-18 months; however I'd like to share with you the already completed results of our first step: a new, refocused mission and vision for Sustainable Tallahassee:

Mission: Sustainable Tallahassee accelerates the community's transition to environmental, economic, and social sustainability.

Vision: To be an organization that empowers all citizens to participate in creating a world-class sustainable community to meet the needs of present and future generations. We do this by providing educational resources, fostering community networks, and demonstrating equitable and inclusive practices.

P. O. Box 765
Tallahassee, Florida 32302
850-597-9836
SustainableTallahassee.org



Mike Mitchell, President
Shawn Youngblood, Vice President
Jack Diestelhorst, Treasurer
Jane McElroy, Secretary
Peggy Sanford, Past President

These statements build upon ST's proud history in our community, while recognizing that the challenges we face in 2020 and beyond will require innovative approaches, implemented by a broad coalition of diverse stakeholders.

As the cornerstone of our Action Plan, our new mission and vision are representative of our desire to appreciate the good work that has — and is continuing to be — done, while at the same time recognize that we have much left to do and ever decreasing time with which to do it. We are determined to pursue approaches and programs at the intersection of environment, economy, and society, understanding that these three pillars of sustainability are integrally linked, yet that progress in one at the expense of the others is ultimately meaningless. Finally, we are resolved that any and all efforts to meet the needs of present and future generations must be grounded in equity and inclusivity, and that we must continue to take active steps to ensure that our own organization meets these goals.

Sustainable Tallahassee's new mission and vision are the work of my friends and colleagues on the Board of Directors. Many of us are in our first or second year of service with the organization, and all of us are volunteers dedicated to making our home a better place.

To that end, we greatly appreciate our continued partnership with Leon County, as well as the Capital Area Sustainability Compact. Though we no longer feel that we are the best fit for the role of Compact administrator, we look forward to the opportunity to redefine this partnership into a new mutually beneficial collaboration.

If you have any questions, or if I can provide additional information or materials of any kind, please feel free to contact me directly.

Sincerely,



Mike Mitchell
President, Board of Directors
Sustainable Tallahassee

Cc: Sustainable Tallahassee Board of Directors
Tessa Schreiner, Leon County Office of Sustainability
Steering Committee, Capital Area Sustainability Compact

Leon County
Board of County Commissioners
Notes for Agenda Item #16

Leon County Board of County Commissioners

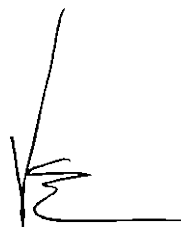
Agenda Item #16

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc.



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

Statement of Issue:

This item seeks Board acceptance of the status update regarding curbside collection service provided by Waste Pro, Inc.

Fiscal Impact:

This item has no fiscal impact. The monthly subscription is paid for by residents opting to receive curbside residential and commercial solid waste collection for the unincorporated area of Leon County.

Staff Recommendation:

Option #1: Accept the status update regarding curbside collection service through Waste Pro, Inc.

Report and Discussion

Background:

This item seeks Board acceptance of the status update regarding curbside collection service provided by Waste Pro, Inc. At the February 10, 2020 meeting the Board approved continuing service with Waste Pro, Inc. through a renewal of the Solid Waste Franchise Agreement. At the same February meeting the Board directed staff to prepare quarterly status reports regarding the Franchise Agreement. As requested by the Board status reports will be presented on a routine basis to monitor performance of Waste Pro and ensure Waste Pro meets expectations under the Agreement. The first status report was presented at the July 14, 2020 meeting.

The Franchise Agreement includes the exclusive collection of commercial solid waste, residential solid waste, recyclable materials, yard debris, and bulky waste on a subscription (i.e. voluntary) basis. Currently an estimated 27,200 residents in the unincorporated area subscribe. Although commercial recycling is not an exclusive service, the contractor is required to offer commercial recycling collection service within the unincorporated area. There are currently an estimated 720 commercial accounts.

Waste Pro continues to provide satisfactory service; details for the last quarter are discussed in the analysis.

Analysis:

To ensure performance, the Agreement provides for liquidated damages to be assessed against Waste Pro in the event of unresolved customer complaints for infractions not meeting the requirements of the Agreement. Per the Franchise Agreement, the ability to levy liquidated damages is a tool the County uses to address non-compliance and valid customers complaints. For 2019, \$201,780 in liquidated damages were levied and for 2020 (to date, September) \$19,755 has been levied. The recurring complaints and requests for services that result in liquidated damages have more recently been for missed collection for bulk and yard waste, although the volume of concerns has decreased since the prior status update. Table #1 provides the annual number of complaints and requests for service received by the County, the annual number of liquidated damages assessments resulting from these complaints, and the amount paid to the County for liquidated damages. The amount paid in liquidated damages varies based on the type and duration of a service complaint.

Table #1. Waste Pro Complaints, Requests for Services and Liquidated Damages Assessments 2014-2020

Year	# Complaints/Requests received by Waste Pro	# Liquidated Damages Legitimate Complaint	\$ Liquidated Damages
2014	12,942	1,456	\$107,850
2015	19,717	1,896	\$68,985
2016 ¹	18,224	1,084	\$95,270
2017 ²	17,404	440	\$37,901
2018 ³	23,058	980	\$104,525
2019	25,138	2,245	\$201,780
2020 ⁴	21,715	234	\$19,755
Total	138,198	8,335	\$636,066

¹ Only reflects 10 months of data due to Hurricane Hermine recovery period, WP assist with YD

² Only reflects 9 months of data due to Hurricane Irma recovery period, WP assist with YD

³ Hurricane Michael, deactivated Yard debris service, did not suspend Liquidated Damages for all other services

⁴ 2020 totals reflective of January - September

The liquidated damages for 2020 have dramatically decreased in comparison to 2019, with a monthly average of approximately \$2,200 versus \$16,000 respectively. This change in large part is indicative of the enhanced efforts from Waste Pro management.

As reflected through the reduced liquidated damages, Waste Pro has taken pro-active steps to improve customer service and reduce complaints. Some of these actions include adding a full-time position solely responsible for the operations of yard debris and bulky pick-up; and to reduce the frequency and intensity of truck leaks, retrofitted hydraulic systems with new hose assemblies; instituted daily pre- and post-route mechanical checks; shifted to a biodegradable hydraulic fluid; and to further mitigate future issues are actively recruiting to fill a dedicated hydraulic specialist. This is a highly specialized position, and previous recruitments efforts were not successful. Even with these efforts, some leaks do occur. Waste Pro has instructed its drivers to be more proactive in identifying these spills and to immediately cease curbside collection, so they can get the needed maintenance repairs to the vehicle.

In summary, efforts have been made by Waste Pro since the renewal of the Franchise Agreement to enhance service delivery. Assurances to improve service have been made, and several tangible steps have been taken by the company to deliver on those commitments. Clearer communication and more collaboration continue, while investment in operations continues to reduce complaints resulting in liquidated damages. The County will continue to actively engage with Waste Pro and monitor contract performance to ensure satisfactory service levels are maintained.

Options:

1. Accept the status update regarding curbside collection service through Waste Pro, Inc.
2. Do not accept the status update regarding curbside collection service through Waste Pro, Inc.
3. Board direction.

Recommendation:

Option #1

**Leon County
Board of County Commissioners**

Notes for Agenda Item #17


Leon County Board of County Commissioners

Agenda Item #17

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Status Report on Financing Options Available for Minority and Women-Owned Small Business Enterprises and Authorization to Partner with FAMU Federal Credit Union to Establish a \$1 Million Revolving Microlending Program

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement
Lead Staff/ Project Team:	Cristina Paredes, Director, Tallahassee-Leon County Office of Economic Vitality Darryl Jones, Deputy Director, Minority Women and Small Business Richard Fetchick, Business Development Manager

Statement of Issue:

This item seeks Board acceptance of a status report on funding availability for minority and women-owned small business enterprises. This item also seeks the Board's authorization to partner with FAMU Federal Credit Union to establish a \$1 million revolving micro-lending program to enhance and diversify the existing capital pool in the market with federal CARES Act stimulus funding.

Fiscal Impact:

This item has a fiscal impact. Should the Board authorize the County Administrator to execute an agreement with FAMU Federal Credit Union, the County would allocate \$1 million from CARES Act Funding for the revolving loan program. FAMU Federal Credit Union would contribute \$250,000 annually for the administrative costs of operating the program.

Staff Recommendation:

See next page.

Title: Status Report on Financing Options Available for Minority and Women Owned Small Business Enterprises and Authorization to Partner with FAMU Federal Credit Union to Establish a \$1 Million Revolving Micro-Lending Program.

November 17, 2020

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Staff Recommendation:

- Option #1: Accept the status report on financing available to minority, women, and small business enterprises.
- Option #2: Authorize the County Administrator to execute an agreement with FAMU Federal Credit Union to establish a micro-lending fund in the amount of \$1 million for black, minority, and women-owned businesses, leveraging \$250,000 annually from FAMU Federal Credit Union for the administrative costs of operating the program.
- Option #3: Approve the Resolution and associated Budget Amendment Request to establish a micro-lending fund in the amount of \$1 million for black, minority, and women-owned businesses with FAMU Federal Credit Union (Attachment #1).

Title: Status Report on Financing Options Available for Minority and Women Owned Small Business Enterprises and Authorization to Partner with FAMU Federal Credit Union to Establish a \$1 Million Revolving Micro-Lending Program.

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Report and Discussion

Background:

During the July 14, 2020, Budget Workshop, the Board requested an agenda item exploring program development and/or expansion, funding alternatives, and administrative options for microloan programs for black, minority, and women-owned businesses. This item seeks Board acceptance of a status report on funding availability for minority and women-owned small business enterprises and also seeks the Board's authorization to partner with FAMU Federal Credit Union to establish a \$1 million revolving micro-lending program to enhance and diversify the existing capital pool in the market with federal CARES Act stimulus funding.

Leon County has pursued improved access to opportunities for minority and women businesses since the creation of its MWBE Office and corresponding disparity studies. This commitment informs activities to the present day, notably the recent Leon CARES Small Business Grant Supplemental Award created for Minority and Women-owned businesses in the amount of \$20,000, which to date has been awarded to 127 businesses totaling \$2.54 million. The Office of Economic Vitality (OEV), since its founding in 2016, has emphasized economic inclusion, including the purposeful consolidation of the former City of Tallahassee and Leon County MWSBE divisions and including the MWSBE program under the auspices of OEV. One of the principal responsibilities of the MWSBE Division is to assist Minority, Women and Small Business Enterprises (MWSBEs) in building capacity through workshops, seminars and identifying both workforce and business development resources, including business financing. Under the Second Amended and Restated Interlocal Agreement, OEV serves as the economic development office for Tallahassee-Leon County and is not a lending institution, nor does the office have the legal authority to operate a loan program. Nonetheless, OEV has instead followed the guidance as described in our 2016 Strategic Plan and its strategy recommendations—“*Partner with local financial institutions to develop a secured funding program for entrepreneurs seeking capital.*” Accordingly, as detailed in this report, OEV has identified a series of business financing options available in the marketplace to minority businesses to ensure their retention and expansion and fortify its commitment to economic inclusion in the local economy.

During a September 2018 OEV Strategic Plan Workshop item, the Blueprint Intergovernmental Agency Board of Directors (IA Board) directed OEV to evaluate partnerships with FAMU Federal Credit Union, FAMU Small Business Development Center (SBDC), and Apalachee Regional Planning Council (ARPC) in order to maximize microloans available to MWBEs and entrepreneurs (Attachment #2). Subsequently, OEV began discussions with the ARPC to apply for grant dollars from the United States Department of Commerce Economic Development Administration (EDA) to capitalize on a new revolving loan fund. The collaboration was due to grant eligibility requirements as well as ARPC's current success in operating such a fund throughout the region.

At the September 5, 2019, Blueprint Intergovernmental Agency meeting, the IA Board authorized OEV to provide a \$200,000 match and submit a United States Department of Commerce EDA

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revolving loan grant application for the establishment of a \$1.25 million small business loan program in partnership with ARPC (Attachment #3). The ARPC REVIVE! Revolving Loan Fund (RLF) became fully active in October 2020, and OEV is working with ARPC to promote the fund. More information on the REVIVE! RLF can be found on pages 9-10 of this item. OEV is also collaborating with the FAMU Federal Credit Union to create a marketing and engagement plan to inform minority-owned firms about FAMU's business financing packages.

As directed by the Board, this item examines the types of financing available to minority and women-owned businesses in the Tallahassee-Leon County market area. Finally, this item seeks Board authorization for the County Administrator to execute an Agreement with FAMU Federal Credit Union to establish a \$1 million revolving micro-lending program to enhance and diversify the existing capital pool.

Analysis

OEV identified business financing sources in our local market that are available to local MBEs. Strengthening all MBE firms is critical to our local economy's growth and vitality because of the services and the jobs MWBEs create for our workforce. OEV's research identified two lending options created solely to address the financing needs of black-owned businesses: the Black Business Investment Fund, Black Business Loan Program, along with three additional programs available to minority and women borrowers. The lending options identified include the following (Note: each of these are further detailed later in this status report, and in Attachment #4.):

- Florida A&M University Federal Credit Union—Black Business Loan Program
- Florida A&M University Small Business Development Center
- Florida Black Business Investment Fund
- The Northwest Florida Black Business Investment Corporation Fund
- Apalachee 2020 RLF (ARPC)
- Small Business Administration Loans
- Accion Microloan Program

In early 2020, the COVID-19 pandemic emerged and was declared a disaster by FEMA on March 13, 2020. Shortly thereafter, the Board declared a local emergency and financial assistance to businesses through local and CARES Act sources have dominated discussions of funding during the past seven months. At the Board's July 14 Budget Workshop, the MWBE supplemental award was created in response to national and local findings that show disparate impacts of the virus on minority and women-owned businesses. A McKinsey & Company report released in May 2020 found that the COVID -19 crisis "could disproportionately affect minority-owned small businesses for two critical reasons: they tend to face underlying issues that make it harder to run and scale successfully, and they are more likely to be concentrated in the industries most immediately affected by the pandemic." Through a local business survey conducted in June 2020, OEV found that 53% of minority and women-owned businesses experienced a 50% or greater decline in revenue, compared to 39% of non-minority/women-owned businesses. At the time of writing this

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item, Leon County CARES Small Business Funding had been granted to 278 self-identified Minority applicants, and \$2.54 million awarded as MWSBE Supplemental to certified minority and women-owned businesses. National and local COVID-19 response funding appears to have temporarily made grants a more common alternative than loans.

During the summer of 2020, the County and City received letters from the Big Bend Minority Chamber of Commerce and the Capital City Chamber of Commerce related to the needs of minority businesses (Attachment #5). Both Chambers of Commerce communicated their strong interest in increasing the financing options for minority and women-owned firms, including microloans and microgrants. OEV responded to both letters from the Chambers of Commerce and addressed each of the concerns. Since the correspondence, OEV has been in dialogue with the Chambers of Commerce. In these meetings, the Chamber representatives continued to emphasize the importance of access to capital by minority and women-owned firms. Microlending for both Chambers of Commerce remains an issue of critical concern. The Chambers of Commerce did a joint survey of their members and other minority-owned business owners. Access to capital and microlending was one of the top three issues for the survey respondents. Thus, business financing remains a continuing concern for business community stakeholders and members of the MWSBE Citizen Advisory Committee.

Minority Business Capital Access, Nationally and Locally, Pre-and Post-COVID-19

Finance for small businesses and startups includes equity (e.g., venture capital), grants, and debt (e.g., loans). Access to capital depends on the industry, credit history of the borrower, and years of reportable cash flow (from creation to 3+ years in operation). The Small Business Administration (SBA) defines a microloan as a loan of under \$50,000 with a maximum term of six years.

American small businesses appear to be shifting toward a greater share of minority and women-owned businesses. A 2015 Brookings Study found that between 1997 and 2007, “gross receipts...from minority firms grew much faster than the total gross receipts of non-minority firms... [and] minority and women business owners increased payroll counts by 26 and 6 percent, respectively.” The study notes that minority and women-headed households generally have lower amounts of accumulated wealth, making collateral potentially an issue, and advocates for the expansion and increased funding of the New Markets Tax Credit and State Small Business Credit Initiative as a way to better serve these business owners (Barr, 2015).

Furthermore, a report by the U.S. Department of Commerce, Minority Business Development Agency, found that “Among firms with gross receipts under \$500,000, 23 percent of non-minority firms received loans, compared to 17 percent of minority firms. Among [firms with over \$500,000 in annual receipts], 52 percent of non-minority firms received loans, compared with 41 percent of minority firms.” (Dept. of Commerce, 2010). Reviews of nationally available lending programs often cite the SBA to be an excellent resource. The SBA, through local lenders, offers the 7(a) loan program, Community Advantage Loans, Microloans, and an 8(a) Business Development Program. SBA loans and The Action Microloan, two nationally available programs, are described on page 10 of this item.

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In 2018, there were 18 FDIC-insured institutions in Tallahassee with 76 local offices, hosting a total of \$7.318 billion in deposits. According to the Federal Financial Institutions Examination Council's (FFIEC) data, 2,749 loans amounting to \$71,205,000 were made to businesses with gross annual revenues of less than \$1 Million. By loan volume in this category, American Express led with 885 loans. By the total amount lent, Synovus led with \$11,577,000 disbursed.

Locally, the question of capital access parity has been a topic of Board inquiry and discussion. As previously stated, the Leon County CARES Small Business Grant included a \$20,000 supplemental award for minority and women-owned businesses that disbursed an extra \$2.54 million to eligible businesses. Finally, the COVID-19 pandemic and responses thereto, may have increased demand for minority business financing. In response, the Paycheck Protection Program offered by SBA, and grant programs offered through Leon County, including the COVID-19 Economic Disaster Response (CEDR) grant and Leon CARES Small Business Assistance grant provided millions in forgivable loans and grants to businesses to preserve employment, cash flow, and upkeep of payroll, rent, mortgage, utilities, and COVID-19 safety costs. This may have impacted survey responses, although the survey did not limit responses to cover a particular period in the respondent's business. As such, grants are likely to recede and loans to increase in importance to business financing during FY 2021.

The following section of this item will cover a survey of MWBEs to gauge local demand-side needs and a review of locally available minority loan funds, including the Black Business Investment Fund, the FAMU Credit Union Black Business Loan Program, The FAMU Small Business Development Center (SBDC) microloan program, The Northwest Florida Black Business Investment Corporation Fund in Partnership with Big Bend Minority Chamber of Commerce, The ARPC REVIVE! RLF, Small Business Administration Loans and Guarantees, the Accion Microloan Program, and a proposed microlending opportunity with FAMU Federal Credit Union utilizing \$1 million of CARES Act funding.

October 2020 Minority and Women-Owned Businesses Survey

A survey conducted in October 2020 by OEV, well into the COVID-19 pandemic in terms of impacts and responses, helps to portray the business-facing side of the question (Attachment #6). The survey inquiries about how minority and women-owned businesses are obtaining capital and technical assistance to run and grow their operations. As mentioned earlier within the Analysis section, the current financial landscape is dominated by COVID-19 response grants, which may impact responses about main capital sources. While the survey did not request information from an exact time period (e.g., prior six months, year, etc.), responses skewed toward grants, which reflects the past eight months under pandemic conditions.

Of the 232 MWBE respondents, the two largest groups were women-owned (67%) and black-owned (60%). Sixty-three percent (63%) of respondents were already certified by either OEV or Office of Supplier Diversity (OSD), and another 28% were interested. Over half of respondents employed between 1 and 5 people, though all employment ranges were represented. The findings from the business-side capital access inquiry are as follows:

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- 69% of respondents felt that their existing access to capital was insufficient to run and grow their business.
- The top three sources of capital sought were Savings (45%), Local Grants (44%), and Commercial Loans (22%).
- Over 60% of respondents had obtained capital of some kind within the past six months, 10% responded that they had obtained capital at some point during the last year, and 7% responded the last capital sought for business activity had been over a year ago.
- State and federal grant funding was selected by 57% of respondents as a common type of capital sought; local grant funding was sought by 56% of respondents.
- Business Line of Credit is the most common type of loan capital sought, selected by 39% of respondents.
- 50% of respondents said that when seeking loans, the amount ranged from \$1,000-\$25,000, and 83% responded that the terms of these loans sought would be for over one year (up to and including over five years).
- Over 70% of respondents had obtained capital within the past year.
- When seeking capital through equity financing (i.e., giving an ownership stake in the company in exchange for funds) 52% of respondents said they seek between \$5,000 and \$50,000.

Regarding technical assistance resources available to businesses, those that respondents were most aware of included the FAMU SBDC and Jim Moran Small Business Institute. Over 74% of respondents had obtained financing or financial guidance from FAMU SBDC. See Attachment #6 for additional information. In all, this suggests that in the current climate, grants are seen as a major type of financing to turn to; however, it is likely that following the COVID-19 stimulus money, an opportunity for increased technical assistance and loan making will exist. According to Forbes, Bank Loans, SBA Loans, and Economic Development Organization loans are among the top funding sources available to businesses during non-recessionary times, with the only grant mentioned being federal Small Business Innovation Research (SBIR) funding.

Black Business Investment Fund

The Black Business Investment Fund (BBIF) is headquartered in Orlando, though the office maintains a regional presence in North Florida, with a staff person serving the region based in Jacksonville. The BBIF is a nonprofit community development financial institution with the mission of helping minority and underserved small businesses to access capital. It describes itself as “Florida’s leading non-traditional lender and financial coaching provider.” It offers loans of between \$5,000 and \$1 million and New Market Tax Credit loans of up to \$2 million. On the financial coaching side, targeted business management training is provided to assist with repayment and business expansion goals. The Regional Director of North Florida reported that the office opened in November 2019 and just as it was gaining momentum, COVID-19 interrupted operations. It has serviced several Paycheck Protection Program loans in the region, but micro or

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working capital loan data was unavailable as of September 2020. It is likely that the BBIF will renew operations in North Florida, including Leon County, in 2021.

Florida A&M Federal Credit Union – Black Business Loan Program

The Black Business Loan Program was enacted in 2007 by the Florida Legislature. The program provides capital to eligible black businesses that cannot obtain capital through conventional lending institutions but that are otherwise commercially viable. Products include loans, loan guarantees, or investments, along with technical assistance. There are two loan administrators in the state: FAMU Federal Credit Union and Miami Bayside Foundation. The loan is accessed via an online application found at this link: <https://famufcu.com/black-business-loans/>. Particular aspects of the Black Business Loan Program are as follows:

- Loan Amounts: \$10,000-\$100,000
- Loan Term: Maximum 60 months
- Can be used for a broad array of uses, barring paying existing debts and resale/investment property
- Credit, Collateral: No specific parameter set
- 2019-2020 loan making activity: 8 loans made to minority applicants; 7 to women businesses applicants.
- \$1.12 million in loans funded since program inception.

COVID-19 further interrupted lending through the Black Business Loan Program in the Tallahassee area according to FAMU FCU leadership. The Paycheck Protection Program forgivable loan became the main source of capital sought by existing black businesses. Although COVID-19 disrupted loan volume, FAMU Federal Credit Union continues to offer technical assistance to loan seekers, which is part of the Black Business Loan Program. In light of OEV' survey responses and based on available data, the minimum loan size may be higher than some microloan candidates seek. Additionally, some candidates may seek terms longer than five years for repayment. Allowable uses, credit, and collateral appear to be highly flexible to meet different candidate needs.

Florida A&M Small Business Development Center

The Small Business Development Center (SBDC) provides a suite of services to small businesses, including Growth and Acceleration Services, Individual Consulting, SBDC Workshops, an SBDC at FAMU Resource Library, and Minority and Women business-centric resources. The following is an update on its loan and capital services from August 2020:

- Four loans have been originated under \$50,000 for a total amount of \$165,000.
- No Angel Fund Network matchmaking has occurred to date.
- No Venture Capital matchmaking has occurred to date.
- Referrals to grants during the past half-year consisted of advising clients to pursue the COVID-19 Economic Disaster Relief (CEDR) Grant offered by OEV.

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OEV coordinates on a continual basis with the SBDC to market its programs through E-newsletters and social media posts. This includes highlighting the loan program it manages. In light of OEV survey responses and based on available data, it appears that loan sizes align with preferences expressed by respondents.

The Northwest Florida Black Business Investment Corporation Fund in Partnership Big Bend Minority Chamber of Commerce

The Big Bend Minority Chamber of Commerce (BBMC) is working with Northwest Florida Black Business Investment Corporation (BBIC) to provide microlending and line of credit programs to members of the BBMC. Membership ranges from \$25/year for students and \$185/year for businesses with under ten employees, to \$250/year for businesses with 10-40 employees, and \$500/year for businesses with more than 40 employees. In light of the impacts from COVID-19 on black businesses, BBMC and BBIC have agreed to make the \$300,000 available to nonmembers as well. Specifics of the program are as follows:

- \$5,000 minimum loan amount with a maximum loan amount of \$20,000.
- Minimum credit score for secured loans 580 and a minimum credit score for unsecured loans 620.
- Minimum income over debt service ratio of 1.10x.
- Maximum loan term five years secured, four years unsecured.
- Submission package required (BBIC loan application, business debt schedule, personal financial statement, last two years personal and business tax returns).
- Business Plan required for businesses less than three years old. Subject business plans must be reviewed by the FAMU Small Business Development Center.

In light of OEV survey responses and based on available data, it appears that loan sizes and terms align with the preferences expressed by respondents. The program is listed on the BBIC site at this link: <https://www.nwflbbic.org/black-business-loans-northwest-florida>. At the time of writing this item, the BBIC and BBMC have not marketed this loan product for local black businesses, and no further information is currently posted on the BBMC website about the program.

Apalachee Regional Planning Council 2020 RLF

As stated previously, during the September 5, 2019 meeting, the IA Board authorized OEV to apply with ARPC for a \$1,000,000 Revolving Loan Fund (RLF), which leveraged \$200,000 of sales tax funds. The EDA announced its approval of the application in June 2020 and agreed to match it at \$800,000. The RLF capital pool totals \$1 million (titled “REVIVE! RLF” for local promotion and outreach) and is available to credit-troubled businesses for operating capital and equipment loans. ARPC will fund and house the loan administrator as part of its staff, and semi-annual reports will be provided to OEV to chart metrics such as minority and women-owned business recipients. The REVIVE! RLF was activated this October and began accepting and reviewing applications.

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The ARPC has managed a prior RLF capital pool seeded by EDA since the 1980s, with loans being available to the eight rural counties in its region (this excluded Leon County per the EDA stipulation that it be rural-business facing). Since 2015, it has lent 62.8% of total financing to minority and women-owned businesses, representing over half of total loans: 26.7% of total loans were made to minority women, and 20% of the number of loans originated were made to minority male-owned businesses. A full report on the pre-existing RLF can be found in Attachment #7.

Of note, the earlier iteration of the RLF was available only to the rural Apalachee Regional counties. To expand availability to Leon County minority and women-owned businesses, the REVIVE! RLF will provide \$1,000,000 targeted to Leon County businesses. Loan terms and structure include the following and are approved by the U.S. Economic Development Administration:

- Loan sizes: \$5,000-\$100,000.
- Loan terms: working capital not to exceed five years; fixed asset loans not to exceed ten years.
- Interest rates: competitive with the market.
- Repayment terms: monthly, with opportunity for customized payment structures.
- Loan **must** be guaranteed by collateral as well as a personal guarantee.
- Loans are for business operation and growth and typically do not act as bridge loans during emergencies.

The RLF manager will work with local banks/lending institutions as they are in frequent contact with potential clients and can provide ARPC with referrals or gap financing opportunities. The ARPC is working to build its relationship with FAMU Credit Union to expand financing opportunities further.

ARPC will lead marketing and promotional efforts while working closely with OEV staff, to target minority and women business enterprises in Tallahassee-Leon County. The first wave will constitute a six-month effort with OEV to market the program strategically. OEV is sending letters to Certified Minority and Women Business Enterprises, which contains information on this RLF and FAMU Federal Credit Union's programs. Based on survey responses, loan amounts conform to the majority of survey respondents, although some seekers may prefer smaller amounts. Working capital is an allowable use, which conforms to the majority of survey respondents preferred loan type. The need for fully secured loans (via collateral) may make this difficult for some respondents to fulfill. As such, the REVIVE! RLF program meets certain preferences expressed in the survey, while amounts on the lower end and collateral may not align with other loan seekers' preferences.

Small Business Administration Loans

The Small Business Administration (SBA) is a conduit for loan making and guarantees available to businesses through banks, credit unions, and community development entities. Its two loan

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programs with the smallest amounts are the 7(a) Small Loans and Microloans Programs. Details are as follows:

- 7(a) Small Loans
 - Maximum Loan Amount: \$350,000.
 - SBA Guaranty: 85% up to \$150,000, 75% for loans between \$150k and \$350k.
 - Term: Can be ten years for equipment; 25 years for real estate.
 - Available to all for-profit businesses, depending on the character, credit, management, and ability to repay.
- Non-7(a) Microloans
 - Maximum Loan Amount: \$50,000.
 - Provided through nonprofit organizations with technical assistance.
 - It can be used for machinery, equipment, fixtures, leasehold improvements, business growth, and working capital.
 - Term: Not to exceed six years.
 - Available to all for-profit businesses, depending on the character, credit, management, and ability to repay.

Data from the SBA indicated that as of March 2020, prior to the COVID-19 pandemic and Paycheck Protection Program, eight loans from 7 lenders totaling \$5.1 million had been processed in Leon County.

Accion Microloan Program

Accion is a nonprofit lending network that operates nationwide. Its main purpose is to provide loans and technical assistance to small businesses. Accion Serving the East Coast is the branch active in Florida and reports \$10.7 million invested in small businesses within the region representing 8,500 businesses. Details of the microloan are as follows:

- Amount: \$350 to \$250,000
- Can be used for Equipment, Inventory, Operating Capital
- Requires an online application
- Minimum Credit Score of 575
- No overdue existing debt service or bills, no bankruptcy in the past 12 months, no foreclosure in past 24 months, partner referral from SBDC or equivalent, must-have business plan.
- Must have cash flow
- Guarantee required in most cases

FAMU Federal Credit Union Partnership to Establish a New Micro-Lending Program

While the field of available microloan options available to black, minority, and women-owned businesses has some existing options and has added new entrants during the past two years, the opportunity exists for the County to further explore a partnership with a microcredit institution to craft a microloan that further delivers on the idea proposed in the 2015 Blueprint Interlocal Agreement. Funding for this product would originate from the CARES Act stimulus provided to

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Leon County, which would be provided at \$1 million. FAMU FCU would contribute \$250,000 to cover administrative, marketing, and all operational costs.

Based on data from existing programs, a key feature of a potential future program would be flexibility. This would extend to potentially allowing applicants with lower credit scores to obtain a loan, setting a low floor to the allowable loan amount and allowing negotiable repayment terms. In essence, this would create a higher-risk program than existing products, with lower interest to compensate.

Recent discussions with FAMU FCU covered the feasibility of a new program, as managed through a forthcoming agreement. The new proposed program particulars are as follows:

- Total size of micro-lending evergreen (i.e. revolving) pool: \$1 million
- Available to black, minority, and women-owned businesses
- Loan amounts: \$5,000-\$50,000
- Utilization of the fund can go toward a business line of credit, business equipment, other operating capital, and other funding as negotiated.
- Terms: Negotiable – Typically, a five-year term is utilized with the option for a five-year balloon. The Credit Union has the unique opportunity to refinance a loan after the initial 5-year terms to ensure that the client can continue affordable payment options which may include additional funding and/or a negotiated interest rate for the time period.
- Credit Score: 550 minimum for both secured and unsecured loans. It should be noted that FAMU-FCU utilizes credit scores as one of the tools to evaluate a client's risk. The FAMU FCU employs a holistic approach based on experience, knowledge of the trade, reasonable projections, and the opportunity for growth are important components considered with all loan applications.
- Interest rates: Current interest rates are running Wall Street Journal Prime Rate plus 2-4%.
- Income to debt ratio (DSCR): no less than 1.25x
- Collateral will likely not be required for loans under \$15,000 unless a specific credit risk exists as determined by FAMU FCU.

In addition, FAMU FCU provided details on the submission package (the application fee for this micro-lending program has been lowered to \$25. Other applications cost an applicant \$250), which would include: the loan application, business debt schedule, profit and loss statement, personal financial statements, business, and personal tax returns, and a business plan for businesses that have not been in operation for more than two years. FAMU FCU has agreed to refer applications to FAMU SBDC Enrollment in Domi Gear Up /Ascend, Innovation Park SBIR/acceleration program, or any other business technical support partners required for further assistance, if deemed necessary. Finally, FAMU FCU will provide semi-annual reports to OEV

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to monitor loan making performance and to ensure capital is reaching black, minority, and women-owned businesses.

This new micro-lending opportunity differs from other current programs in that collateral will more than likely not be required for loans under \$15,000 unless there is a specific credit risk as well as shorter timing to provide funds directly to the loan applicant. For example, a completed loan application under the Black Business Loan Program (also administered by FAMU FCU) could take up to *two weeks* for an applicant to receive funds. Under this micro-lending program, a completed loan application could take as little as *one day* for a client to receive funding due to the fact that it is a locally funded program. The program will also refer businesses to other partner organizations for technical assistance which could enable a business to continue to recover from the impacts of COVID-19, build additional capacity, and encourage growth opportunities. As mentioned previously, FAMU FCU will be administering this micro-lending opportunity with an annual commitment of \$250,000 toward the administration and operations, as well as programming for financial education and counseling for loan applicants.

In order to establish the micro-lending program, this item recommends granting FAMU FCU \$1.0 million in Leon CARES funding to establish a micro-lending revolving loan program. The \$1.0 million is available from Constitutional Officer expenditures previously budgeted with Leon CARES funding now being paid for through FEMA (Attachment #1). When the Leon CARES program was originally established, if CARES funding supported loans, any loan repayments made after December 30, 2020 were required to be returned to the United States Treasury Department; meaning, the funds could only be loaned once and not act as a revolving program. However, recently the Federal Treasury and the State of Florida have issued revised guidance for seeking reimbursement of funding from the State. Under this new guidance, once the County receives the reimbursement from the State, the funding is no longer subject to the grant restrictions, including requiring all funding to be expended by December 30, 2020. Therefore, loan repayments made through the FAMU FCU revolving micro-lending program can continue to be utilized for new loans into the future. A detailed discussion on the revised reimbursement process is provided in the FY2020 Year Ending Budget Adjustment Agenda Item. In addition, the County Administrator will continue to update the Board weekly on Leon CARES program activity.

It is important to note that OEV and FAMU FCU have also been working with the Capital City and Big Bend Minority Chambers of Commerce regarding the structure of the program and promoting this new lending opportunity, should it be approved by the Board. Both Chambers have agreed to assist with promotion efforts on this microlending program. OEV will also provide technical assistance to FAMU FCU with branding and imaging.

Conclusion and Next Steps:

This item examined the current availability of microloans to minority and women-owned businesses, finding that business respondents express an appetite for additional capital, although numerous programs exist. Existing local financing programs include the FAMU Credit Union Black Business Loan Program, FAMU SBDC Microloan Program, NWFL BBIC/BBMC Microloan Program, and ARPC REVIVE! RLF serving minority and women-owned business loan

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programs. Small Business Administration loans are also made through commercial lenders and credit unions. National programs such as the Accion Microloans are available locally. Based on information obtained, this amounts to at least \$2.585 million available to black, minority, and women-owned businesses through the programs described above.

Should the Board approve of the new revolving micro-lending program, it is anticipated that FAMU FCU will launch the program in early 2021. As stated previously, OEV, in cooperation with stakeholders including FAMU SBDC, Capital City, and Big Bend Minority Chambers of Commerce, is committed to promoting this new micro-lending program as well as the financial programs discussed throughout this item. Both Chambers have agreed to promote this lending option to their memberships.

FAMU FCU will also create a financial literacy program and business financial assistance for loan applicants. Technical assistance and business counseling remain important to minority and women-owned businesses. OEV is committed to organizing the infrastructure that facilitates access to capital for minority firms, as described in its Strategic Plan. OEV continues to work with stakeholders, specifically FAMU SBDC, to offer technical assistance.

OEV remains committed to the success of minority and women-owned businesses. At the December 12, 2020 IA Board meeting, an agenda item will provide a broader update on the latest initiatives and programs to support local minority and women-owned businesses with policy options for the IA Board's consideration.

Options:

1. Accept the status report on financing available to minority, women, and small business enterprises.
2. Authorize the County Administrator to execute an agreement with FAMU Federal Credit Union to establish a micro-lending fund in the amount of \$1 million for black, minority and women-owned businesses, leveraging \$250,000 annually from FAMU Federal Credit Union for the for the administrative costs of operating the program.
3. Approve the Resolution and associated Budget Amendment Request to establish a micro-lending fund in the amount of \$1 million for black, minority and women-owned businesses with FAMU Federal Credit Union (Attachment #1).
4. Do not accept the status report on financing available to minority, women, and small business enterprises.
5. Board direction.

Recommendation:

Options #1, #2 and #3

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Attachments:

1. Resolution and associated Budget Amendment Request
2. Workshop on the Office of Economic Vitality's Programs September 2018
3. Blueprint IA Agenda Item on OEV Local Business Support and EDA-RLF
4. Microloan Comparison Table
5. Minority Chambers correspondence 2020
6. MWBE Credit Survey Outputs OEV 2020
7. ARPC Loan List Summary

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2020/2021; 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 17th day of November, 2020.

LEON COUNTY, FLORIDA

By: _____
Chair
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: _____

FISCAL YEAR 2020/2021 BUDGET AMENDMENT REQUEST

No: BAB21006
Date: 11/6/2020

Agenda Item No: _____
Agenda Item Date: 11/17/2020

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>				
					Subtotal:	-	

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>				
128	951020	58113	559	Constitutional and Judicial Offices	1,713,927	(1,000,000)	713,927
128	951020	58326	559	Micro-lending Program	-	1,000,000	1,000,000
					Subtotal:	-	

Purpose of Request

This amendment realigns \$1.0 million from the CARES Act Constitutional Officer account to establish a micro-lending revolving loan program for black, minority, and women-owned businesses with FAMU Credit Union.

Division/Department
2503/25

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☐

Motion ☒

Administrator ☐

Blueprint Intergovernmental Agency Board of Directors Workshop Item

TITLE: Workshop on the Office of Economic Vitality's Programs, Actions and Implementation of the Economic Development Strategic/Work Plan

Date: September 20, 2018

Requested By: Blueprint Board of Directors

Contact: Office of Economic Vitality

Type of Item: Workshop

STATEMENT OF ISSUE:

The Blueprint Intergovernmental Agency Board of Directors (IA Board) provided direction on June 21, 2018 to schedule a workshop to discuss the progress of the Tallahassee-Leon County Office of Economic Vitality (OEV), its programs, actions, the implementation of the Economic Development Strategic Plan and next steps to move OEV toward the implementation of the 2020 sales tax program (Attachment #1). In addition, at the June 21, 2018 meeting, the IA Board directed staff to work with FSU and the City of Tallahassee to bring back funding strategies for the Tallahassee International Airport and Convention Center economic development capital projects.

This workshop item addresses the following:

- | | |
|---|-----------|
| I. Advancement of Economic Development Priorities in Tallahassee-Leon County since the Launch of the Office of Economic Vitality | 2 |
| II. Alignment of the Office of Economic Vitality's Efforts to Maximize Business Vitality and Global Competitiveness | 7 |
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| D. Engaging, Educating, Equipping and Empowering Minority, Women, and Small Business Enterprises | 14 |
| E. Targeted Industries: Focusing on Global Competitiveness in Applied Sciences (Magnetic Technologies) | 16 |
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| A. FY 2020 – FY 2024 Sales Tax Revenues Estimates, specifically regarding the 12% Dedicated to Economic Development | 19 |

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IV. Next Steps **35**

I. Advancement of Economic Development Priorities in Tallahassee-Leon County since the Launch of the Office of Economic Vitality

The referendum to extend the Blueprint 2020 program was approved by voters in November 2014, five years prior to the 2019 conclusion of the Blueprint 2000 program, so that projects could be planned and designed early, and the benefits of the program in terms of economic activity and community enhancement, could begin as soon as sales tax extension revenues begin to be received in 2020.

Recognizing the need for investing in and cultivating the evolving economic landscape through a sales tax initiative, on February 29, 2016 the IA Board directed the County Administrator and City Manager to establish the Tallahassee-Leon County Office of Economic Vitality by consolidating the City and County's economic development offices within the Blueprint structure and under the direction of the Department of Planning, Land Management, and Community Enhancement (PLACE). In addition, OEV was designated as the economic development organization of record for Tallahassee and Leon County effective March 1, 2016. This new office was modeled in alignment with the proven Blueprint organizational structure. Subsequently, in May 2016, the County and City Commissions, respectively, directed their Minority, Women Small Business Enterprise Programs to be consolidated under OEV. This operational consolidation followed the unanimous recommendation of the MWSBE Programs Evaluation Citizen Committee and has since occurred.

Since inception, OEV, under the leadership and guidance of the IA Board, has taken significant action to strategically advance economic development efforts in Tallahassee-Leon County, as summarized below. For a full list of performance metrics, per fiscal year, tracked by OEV please see Attachment #2.

- Adoption and implementation of the community's first-ever comprehensive Economic Development Strategic Plan.

Result: Completed nearly 25% of the initial actions within the first two years.

- Facilitated the creation of 173 jobs and 4 company expansions by working with Danfoss (120 new jobs), Senior Life Insurance Company (30 jobs), MIS 2000 (3 jobs), and Proof Brewing Company (20 new jobs). These projects represent \$18.36 million in capital investment.

Result: Economic impact of \$155 million to the Tallahassee-Leon County community from these projects.

Office of Economic Vitality Impact
2016 to Present

100+ BUSINESS CONSULTATIONS
+ 4 LEADS GENERATED
+ 3 EXPANSIONS
+ 2 RECRUITMENTS

173 JOBS
\$18M+ CAPITAL INVESTMENT

TOTAL ECONOMIC IMPACT:
\$155.5M+

- Engaged in a data-driven Target Industry Study to fully leverage the community's unique assets and strengths.

Result: Identified four targeted industries: applied science & innovation, manufacturing, healthcare, and professional services/information technology.

- Built the Economic Data Center that tracks and publicizes over 85 different indicators for the Tallahassee MSA and Leon County, including ongoing and proposed major commercial and residential developments.

Result: Provides a regular and consistent snapshot of the performance and health of the local economy by highlighting 13 key local economic indicators on a quarterly basis.

- Launched the CapitalLOOP business retention and expansion program to improve the customer experience and provide a more holistic approach to driving economic vitality in Florida's Capital.

Result: Engaged in 100+ face to face business consultations which generated four company location/expansion leads.

- Created a dashboard to gauge the economic competitiveness of Florida's Capital community amongst comparative communities.

Result: Measures economic performance and success around five indicators of economically competitive communities: business vitality, talent, civic quality, entrepreneurial/business environment, and innovative capacity.

- Participated in the Cost of Living Index with the Council for Community and Economic Research.
Result: Allows OEV to make accurate cost of living comparisons between Tallahassee-Leon County and any of the 263 other participating urban areas across the United States. This information will continue to be important with business recruitment efforts to help build a case that Tallahassee-Leon County is a desirable community for investment.
- Developed an interactive GIS map to show resources/incentives that may be available to businesses based on their location.
Result: Allows companies to easily search resources available to them.
- Increased MWSBE certifications and recertification's by 25%.
Result: Established partnerships with Leon County Sheriff and private entities to increase certification benefits and procurement opportunities for MWBEs.
- Created the Florida's Capital for Business (#FLCapital4Biz) campaign to leverage the benefits of two major research universities and the state capital, and continue to strengthen Tallahassee-Leon County's reputation as a business friendly community.
Result: Increase in Since May 2018, #FLCapital4Biz has achieved over 1,000 social media interactions and 183 total social media shares. Overall, the hashtag has a social media reach of 25,500+. Additionally, the newsletter subscribership has increased 21.2% since May 2018.
- Created local investment programs, Urban Vitality Job Creation Pilot Program and Workforce Development grant, that provide Tallahassee-Leon County businesses with critical resources to help train and build their workforce, implement new approaches to leveraging existing assets, improve job opportunities in underserved areas of the community, and increase economic vitality.
Result: Provides \$125,000 to help train and build the workforce, implements new approaches to leveraging existing assets, improves job opportunities in underserved areas of the community, and increases economic vitality.
- Introduced Tallahassee-Leon County to the global marketplace as a competitive location to grow business by leading a team of four North-Central Florida communities to prepare a successful bid to host the 8th Americas Competitiveness Exchange.
Result: Partnered with the International Trade Administration to host bi-monthly office hours at OEV to connect local businesses to the global market through international trade and export. The objective of this partnership is to support local businesses seeking to become "export ready" for the global economy. In addition, the representatives from Belize have developed a program, featured

on the tour, based on the National High Magnetic Field Laboratory's SciGirls program to organize and plan STEM outreach activities in their communities.

- Launched MWSBE Industry Academies to engage and educate MWSBEs in collaboration with key partners.

Result: Educated and trained over 100 certified minority and women businesses.

- Established the OEV Magnetic Technologies Taskforce (with private and public partners) to collaborate with stakeholders and conduct business intelligence to identify potential businesses that may benefit from a location close to the National High Magnetic Field Laboratory and other research centers within Florida State University, Florida A&M University and the College of Engineering.

Result: Strategically establishing an industry cluster in applied science and advance manufacturing to capitalize on this resource, where Tallahassee-Leon County is globally competitive by onboarding a Business Development Manager within OEV. This marks the first-time economic development efforts have dedicated one position to solely focus on applied science, specifically magnetic technology. In addition, OEV has contracted with Research on Investment, Inc., to assist with business attraction services to target companies whose products rely on applied science and, specifically, on magnetic technologies.

- Held the first Training Our Talent event, an annual training series with a professional expert to help improve employee relations and talent development for business within Tallahassee-Leon County.

Result: Engaged over 60 people at the event with positive feedback from participants, with one stating: "Surprisingly excellent training AND audience participation made it work together. Thank you all for pulling it together and making it happen. Looking forward to the next one."

- Completed 11 economic impact studies, in consultation with Florida State University Center for Economic Research, aligned with large developments and growing businesses and jobs.

Result: Allows decision makers to gauge the impact that business expansions/locations and major developments may have on the local economy.

Each of these results completed directly supports the mission of OEV which states that,

“Tallahassee-Leon County is the model to which other communities look in orchestrating new and existing programs into an optimal infrastructure and collaborative ecosystem for fostering idea generation, business formation and sustainable growth.”

Supported by this strong mission statement, a clear vision statement was developed to seize on the synergy of the three completed studies (strategic plan, target industry, marketing plan), and the soon to be completed Disparity Study that serve as a solid foundation for growing local industries, leveraging private and public resources, and aligning co-created resources toward increased economic vitality. This vision is to

“Elevate Tallahassee-Leon County’s profile to promote and support our diverse and vibrant economy.”

This workshop item discusses the progress of OEV, its programs, actions, and the implementation of the Economic Development Strategic Plan as well as outlines the key next steps and objectives to move OEV forward in its implementation of the Blueprint 2020 sales tax program.



II. Alignment of the Office of Economic Vitality's Efforts In Order to Maximize Business Vitality and Global Competitiveness

A. Economic Development Strategic/Work Plan for Tallahassee-Leon County

On October 27, 2016 the IA Board approved the Economic Development Strategic Plan for Tallahassee-Leon County, the first-ever long-term plan of its kind for the community. The strategic plan, which reflects the IA Board's desire to invest in and cultivate the evolving economic development landscape, calls for the community to position itself for economic opportunity by bringing together all of its assets, resources, and stakeholder organizations to overcome existing challenges and work collaboratively towards a common objective. To support the strategic plan's strategies and tactics, and to ensure programmatic and performance metrics, a Work Plan and associated timeline was also developed (Attachment #3). This Work Plan is continuously updated to include additional key actions items, such as those recommended within the Target Industry Study and Marketing Plan.

The effectiveness of any economic development entity is predicated upon its ability to identify clear goals, decide on priorities within the goals, and develop measurable strategies for achieving them. The most successful economic development entities are always adapting to ever-changing market conditions, which is why the Work Plan is an amendable document that allows for routine pauses to analyze the work being performed and what, if any, modifications are needed to maintain economically competitive and business friendly environment.

As shown below, the strategic plan is designed to address and support each of the six cornerstone initiatives (Business Formation, Technology Transfer & Commercialization, Business Retention & Expansion, Business Recruitment, The Creative Economy, and Talent Pipeline) using three cross-cutting strategies, marketing and communications; engagement, collaboration, and alignment; and allocation of resources. Central to each initiative is collaboration with partners, transparency, and accountability to maintain credibility of the plan and ensure community assets are being optimized.



Staff has further augmented the strategies and tactics to ensure the voices, values, and ongoing efforts of community partners were reflected and maximized for greater depth, effectiveness, and efficiency in the development of the work plan. As noted previously, amendments and modifications are made to recognize the preliminary work that is required to fulfill the immediate goals and set realistic timelines. Though the plan is intended to serve as a guide for implementing the community's economic development actions for the next five years, it is also designed to be flexible to proactively identify and respond to changing market forces.

The initial Work Plan began with 86 actions within the Strategic Plan of which 19 (nearly 25% of the initial Work Plan) have been completed within the first two years. Recently, the Work Plan has been expanded to include 67 new actions, for a total of 153, with the adoption of the Target Industry Study and Marketing Plan, as detailed in Attachment #3. This expansion has resulted in a 44% increase in economic development actions, programs, and services within the last six months, all of which have been approved by the IA Board. Currently, staff is implementing 49 ongoing actions. In the next three years, OEV will be embarking on the remaining actions specifically recommended in the Target Industry Study, such as launching efforts focused on applied sciences and manufacturing and associated marketing actions. As stated previously, the Work Plan is designed to be flexible to proactively identify and respond to changing market forces. Once the IA Board receives the Disparity Study and adopts its findings, the key action statements will be added to the Work Plan. The detailed Work Plan and implementation timeline can be found in Attachment #3. In summary, during the first two years OEV has completed 19 actions, is currently managing 49 ongoing actions, and will begin another 41 actions in FY 2019.

Continuing over the next five years, Work Plan actions will advance from the implementation phase through various levels of maturity and augmentation and will continue to support the mission and vision of OEV. Again, Attachment #3 provides the anticipated timeline for implementation of key components, which directly corresponds to sections and elements of the IA Board adopted Strategic Plan for Economic Development, Target Industry Study, and Marketing Plan.

The components needed to have a strong business attraction program continue to come together as targeted industries have been identified, key industry relationships are formed, and the implementation of the marketing plan gets underway. As part of the attraction efforts, OEV is focused on building a cluster of magnetic technology companies around the considerable, unique assets in our community. In addition, the basic approaches pursued in Year 1 to invigorate business formation, the incubator ecosystem, tech transfer, and the talent pipeline will gradually expand as experience, expertise, stakeholder support and resources grow. An example that illustrates this point is that the Disparity Study, once completed, will provide information that will support the

development of additional aspects of the Minority, Women, and Small Business Enterprise programs, and related Business Recruitment and Retention efforts.

As noted previously, the Work Plan sets forth actions that bring together all partners to produce sustainable, long-term economic vitality. Every agenda item brought to the IA Board for consideration identifies the Strategic/Work Plan goals, actions, and strategies outlined in the attached documents, in order to continuously demonstrate that OEV is committed to its mission and vision. Once the IA Board receives the Disparity Study and adopts its findings, the key action statements will be added to the Work Plan.

Action Item #1: Accept the update on the Economic Development Strategic/Work Plan for Tallahassee-Leon County toward ongoing economic growth actions.

B. Optimization of OEV of Vitality's Committee Structure to Maximize Private Sector Partnerships

Currently, OEV engages five committees and two taskforces to provide insight and guidance regarding the implementation of the Strategic/Work plan as well as the Target Industry Study. These committees and their objective are outlined below. For a full list of the committee membership, see Attachment #4.

- Economic Vitality Leadership Council (EVLC): This seven member council provides insight and guidance focused on increasing Tallahassee-Leon County's competitiveness across the six economic development actions and four target industries, implementing the Strategic/Work Plan, encouraging collaboration across all sectors of the community and discussing enhancements to improve competitiveness. The members include representation from the following sectors: major employers; institutions of higher education; entrepreneurial business; financial; economic development; talent development; and one at-large member. Members of this committee do not consider or approve funding for economic development projects or programs.
- Economic Vitality Competitiveness Committee (EVCC): This 36 member Committee encourages knowledge and collaboration across all sectors as well as serve on the taskforces as needed. Originally recommended at 23 members, this committee was expanded to include 13 additional members at the request of several community groups. Members of this committee do not consider or approve funding for economic development projects or programs.
- Competitive Projects Cabinet (CPC): This three member committee meets as necessary to review competitive economic development projects. As stated in the

incentive policy, members of this committee approve incentives under \$500,000 and provide the IA Board a recommendation of incentives over \$500,000.

- Minority Women and Small Business (MWSBE) Citizen Advisory Committee: This 12 member committee's objective is to advise the staff on matters related to the Minority, Women and Small Business Enterprises Program and recommend policy alternatives. Members of this committee do not consider or approve funding for projects or programs.
- Blueprint Citizen Advisory Committee (CAC): This 14 member committee serves in an advisory capacity to the IA Board and meets five times a year to review project work plans and receive updates on the status of active projects, actions, and programs funded by the local infrastructure sales surtax, including the Blueprint Infrastructure Program and the Office of Economic Vitality.

At the September 19, 2017 meeting, the IA Board requested after the first year of operation that staff evaluate each of the committees and bring back any recommendations for changes, if necessary. Since the establishment of these committees, staff has worked closely with the members of EVLC to consult on the implementation of the Strategic/Work plan, target industry study, and the establishment of the Magnetic Taskforce. This committee has met seven times in the course of the year and the leadership provided by the seven member committee has been invaluable to OEV. Moving forward, staff is setting quarterly meetings (as included in Agenda Item #4 of IA Board's meeting) to align with CAC meetings, where the EVLC will receive reports on financial incentives, marketing, programmatic implementation of the Strategic/Work plan and any other actions/activities that need to be discussed to improve Florida's Capital community's economic competitiveness and business friendly environment.

With the completion of the Target Industry Study, staff is recommending that the Economic Vitality Competitive Committee be transitioned to targeted and strategic taskforces with specific objectives and timelines to increase competitiveness, enhance programmatic services, and support industries. It should be noted that the 36-member EVCC was created prior to the completion of the Target Industry Study. The EVCC has convened three times over the last year to discuss two key topics: economic competitiveness and the entrepreneurial ecosystem. Currently only 33% of members represent businesses in target industries and the Magnetic Technologies Taskforce does not include any members of the EVCC. Finally, staff regularly interacts with a majority of the EVCC members through service on other committee such as the Blueprint Citizen Advisory Committee, workforce development actions, monthly partnership meetings, and other City/County events.

Recommendation: Transition the EVCC and pivot toward the creation and implementation of nimble and strategic taskforces with specific objectives and timelines that will convene in accordance with the Work Plan. These taskforces can be established in three ways 1) by staff for the implementation of the recommendations with the strategic plan or target industry; 2) at the recommendation of the EVLC or; 3) at the direction of the IA Board.

Each taskforce will be comprised of business leaders, workforce development professionals, and key stakeholders. Similar to the Magnetic Technologies Taskforce, staff will identify a group of individuals to consult with the EVLC and report on activities to the IA Board. These taskforces will be convened on an as needed basis, meet until objectives are met, and will report on activities to the EVLC.

To actively engage stakeholders and business leaders across the broader community, and as recommended by the EVLC, staff will be developing/partnering on events that are open to the public to continue to promote economic vitality in Tallahassee-Leon County. These events are intended to include an annual summit to celebrate Economic Development Week (in May), the Training Our Talent series which is focused on developing talent in the workplace, and continued participation and promotion of National Small Business Week, Minority Enterprise Development Week, Leon Works Expo, and Entrepreneurial Month.

Currently, staff is managing two existing taskforce/workgroups:

- *Magnetic Technologies*: This private/public Taskforce has been convening for one year and is designed to provide guidance and input on growing the cluster of research and businesses in the magnetic technologies industries. Currently, there are seven members representing the private sector and higher education institutes. This taskforce has been instrumental in launching the efforts of the applied science and advanced manufacturing cluster initiative. More information on these efforts, can be found in Agenda Item #10 of the IA Board's September 20, 2018 meeting agenda.
- *Leon Works*: Staff is working with the Leon Works Workgroup, which now includes regional partners, to implement changes to the expo such as strategic regional alignment of target industries and a regional focus. These changes also include schools and business exhibitors in order to build a more robust talent pipeline of workers in the skilled careers.

The proposed taskforce workgroups outlined below would support the needs and actions identified in the Strategic Plan and Target Industry Study and would solicit feedback to enhance economic competitiveness. Taskforces related to the MWSBEs Programs will be examined upon the completion of the Disparity Study, anticipated to be brought to the IA Board at the December 13, 2018 meeting.

- *Manufacturing*: The primary objective is to competitively position Florida's Capital region as an attractive place to grow manufacturing, with emerging opportunities tied to its deep base of knowledge assets and innovation, and that complements the efforts of the Magnetic Technologies Taskforce. Expected outcomes include identifying industry verticals that are suitable for Florida's Capital Region's assets, supporting local workforce development to enhance opportunities for growth, meeting worker replacement demand in the industry, and promoting exports and trade development among the business community. Staff anticipates launching the task force in 2019 which will convene at regular intervals until taskforce objectives are met.

- **Data Taskforce:** The primary objective is to meet periodically with local data analysts to discuss current economic topics and on-going research activities and methods. Prospective membership may include data analysts from: FSU Center for Economic Forecasting and Analysis, Florida Chamber Foundation, Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, Florida Legislature, Office of Economic & Demographic Research, Apalachee Regional Planning Council, CareerSource Capital Region, and First Franklin Financial Services.

By transitioning the EVCC and establishing strategic and targeted taskforces, OEV will be able to maximize private and public sector partnerships and focus resources toward increasing economic competitiveness. This transition was also recommended by the EVLC at their September 12, 2018 meeting.

Action Item #2: Direct staff to transition the Economic Vitality Competitiveness Committee to targeted and strategic taskforces, to include Magnetic Technologies, Leon Works Expo, Manufacturing and Data, as needed, to provide specific feedback on competitiveness within the target industries and amend agreements, if necessary.

C. Team Restructure

In 2016, the IA Board established OEV as an organization with three separate divisions: Engagement and Operations, Research and Business Analytics, and Minority, Women and Small Business. This alignment was developed prior to the completion of a Strategic/Work plan, Target Industry Study, and the Disparity Study and has served OEV well during its first two and a half years.



As stated previously, the most successful economic development entities continuously adapt to ever-changing market conditions, allowing for routine pauses to analyze the work being performed and what, if any, modifications are needed to maintain a customer-centric focus. According to the International Economic Development Council (IEDC), a high-performing economic development organization fulfills its mission by following internal best practices such as: relationship building, adaptability, responsiveness and integrity. The IEDC's Economic Development Research Partners Program found that organizationally, high-performing economic development organization, tend to share eight success factors:

1. Customer-driven;
2. Align with a strong strategic plan;
3. Measure results and make adjustments accordingly;
4. Serve as creative risk-takers;
5. Build strong alliances and networks across sectors;
6. Earn the trust and respect of their communities and stakeholders;
7. Highly efficient with funding and resources, and
8. Invest in their people with professional development opportunities.

To that end, OEV is streamlining its functional and operational structural beginning in Fiscal Year 2019 to best optimize the shared human and technical resources, better integrate marketing, data collection and utilization, and cross-unit coordination of projects and actions. This restructuring will also greatly improve communication and promote a distinct competitive advantage in achieving economic development goals as set forth in the Strategic Plan within resources approved by the IA Board in the FY 2019 budget.



The Division of Business Vitality and Intelligence combines the functions of two divisions to increase functional efficiencies as it will manage all project activity (attraction and expansion), international trade development, entrepreneurial engagement within targeted industries, policy research, business analytics, coordination of economic impact studies, and implementation of all marketing, social media, newsletters, and event coordination. This new division manages the majority of OEV's 49 ongoing actions and begin executing an additional 41 ongoing actions in FY 2019. This division also manages the prospect leads necessary to meet OEV job creation goals and promotes Tallahassee-Leon County as a business generator.

The MWSBE Division will remain a standalone unit. This division manages public/private procurement opportunities, business outreach, entrepreneurial engagement (outside of the targeted industries), the disadvantaged business program, and related educational opportunities.

This restructure will be implemented in Fiscal Year 2019 to optimize the shared human and technical resources, the integration of marketing, collection and utilization of data, and the coordination of projects and actions, as may be approved by the IA Board during the budget public hearing, also on September 20, 2018.

Action Item #3: Accept the OEV restructuring plan in order to optimize the shared human and technical resources.

D. Engaging, Educating, Equipping and Empowering Minority, Women, and Small Business Enterprises

Per OEV's Work Plan, the Minority, Women and Small Business Enterprise (MWSBE) program continues to expand procurement opportunities for MWSBEs with public and private partners, build capacity for MWSBEs through non-traditional business financing, and capacity building through resource partners. MWSBE programs continue to inform its certified businesses of capacity building, networking and procurement opportunities available through partnerships, local governments, and Blueprint. Certification guarantees the "Four Es"--*engage, educate, equip* and ultimately *empower* and thereby enjoy greater opportunities within the economic development ecosystem. Staff has been completely engaged with businesses (both MWSBEs and non-MWSBEs) through advisement and consultations on all bid responses for the City of Tallahassee, Leon County and Blueprint. Additionally, our partnerships are thriving because of the collaborations that exists in both programming and through activities to increase capacity for our shared constituency--the local business community.

In 2017, MWSBE's Industry Academy courses were launched, as required by the Strategic/Work Plan, have been well received by MWSBEs and have engaged in more than 100 business consultations. CareerSource, FAMU Small Business Development Center, Wells Fargo Bank, City of Tallahassee Procurement Services, and Blueprint all facilitated academies to provide the education and the tools certified MWSBEs require. This upcoming year will focus entirely on

navigating the procurement processes of the City of Tallahassee, Leon County, Blueprint and the partnering agencies through MOUs (such as Leon County Sheriff's Office). Staff is working on MOUs with Tallahassee Memorial Hospital and FAMU. Both the City and County procurement departments will work in cooperation with OEV to host these academies. To ensure the full participation of all MWSBEs, staff is making participation a requirement of certification and re-certification.

MWSBE analyses of bid responses, as required from the City of Tallahassee Procurement and Leon County Purchasing, were valued at 23 projects for \$16.8 million and eight projects for \$29.2 million dollars, respectively. In addition, the Division has recertified 155 business and increased new certifications by 90% since 2016. Staff continues engage MWSBEs throughout the region to demonstrate that certification has benefits.

In addition, staff is fully engaged in the Disparity Study and it is anticipated that it will be completed by November 1 and on the IA Board's agenda on December 13, 2018. The Disparity Study is charged with fortifying the MWSBE program through consolidating the program's policies and providing recommendations that will mitigate economic segregation in Tallahassee and Leon County through the efforts of the MWSBE program. During the course of the study, MGT of America (MGT) conducted policy/stakeholder interviews with local government representatives. The consultants have also attended the MWSBE Advisory Committee meeting and received comments about the Disparity Study. The consultants and staff are continuing to ensure that the Disparity Study meets all of its anticipated goals. Staff also worked closely with MGT to respond to the Harvard Study on economic inequality and economic segregation in Tallahassee-Leon County. Attachment #5 provides a draft response to the observations and is considered tentative, pending the completion of the Disparity Study as presented to the IA Board on March 1, 2018. The draft response by MGT included the following:

- Review of the Harvard Study regarding implications of perceived economic segregation on data that will be collected and analyzed to identify and guide potential areas of inquiry that will be subject to in-depth research during the Disparity Study.
- Guides and directs the data and information collected and analyzed by MGT in the Disparity Study to answer to what extent, if any, there is discrimination and disparate treatment in the marketplace.
- Examines causal or underlying factors impacting the utilization and availability of small, minority-, and women-owned businesses in the marketplace.

The consolidation of the former City of Tallahassee and Leon County MWSBE offices has had a positive impact on businesses, specifically with certifications and procurement opportunities. The completion of the Disparity Study is the final step in completing the consolidation of the City and County programs through the recommendation of one policy for the MWSBE program. Furthermore, the Disparity Study will recommend new aspirational targets for the City of Tallahassee, Leon County and Blueprint procurement categories. As stated previously, the Disparity Study is anticipated to be on the IA Board's agenda for December 13, 2018. Once the

IA Board receives the Disparity Study and adopts its findings, the key action statements will be added to the Work Plan.

Staff within the MWSBE Division continues to expand procurement opportunities for public and private partners, build capacity for MWSBEs through non-traditional business financing, and capacity building through resource partners while continuously reviewing best practices amongst other like programs to demonstrate that certification has benefits. Moreover, the MWSBE Division is a key driver to amplify utilization of OEV incentives to stimulate job growth and economic empowerment in minority communities.

E. Target Industries: Focusing on Global Competitiveness in Applied Sciences (Magnetic Technologies)

During the March 1, 2018 meeting, the Target Industry Study was approved by the IA Board. Attachment #6 is the executive summary of the study and a full copy can be found on OEV's website. The Study identified four target industry sectors that advance private sector job creation by facilitating the attraction and expansion of companies that are well matched with Tallahassee-Leon County strengths and assets. Over time, these efforts will ensure Tallahassee-Leon County's economy is more diverse, more resilient, and creates more employment opportunities for all of its residents. It is important to note that all of the identified industries and subsectors advance private sector industry growth, diversify the regional economy, and make the community more resilient to economic downturns and government policy changes.

Table #1: Target Industries and Key Highlights

Targeted Industry	Key Highlights
Applied Science & Innovation	Identified maximizing world-class research and resources at Florida A&M University and Florida State University.
Manufacturing & Transportation/Logistics	Selected for capturing the economic benefits of innovation by producing the resulting products and to provide skilled jobs opportunities for residents.
Professional Services & Technology	Chosen to nurture a growing information and communications technology cluster and ensure that businesses have access to legal, accounting, and other services as they innovate and grow.
Health Care	Identified leveraging Tallahassee-Leon County as a regional hub to provide a sound career ladder of jobs, and to integrate research and development with the provision to continuously improve patient care.

The in-depth analysis of Tallahassee-Leon County's assets and opportunities in entrepreneurship and target industries equips staff with specific, measurable, attainable, and relevant strategies and tactics to continue building on local initiatives designed to increase economic vitality and competitiveness in Florida's Capital for Business. In addition, the acceptance of the four target industries allowed for the alignment of new and current incentive programs, which are designed to accommodate target industries identified by the State of

Florida. Staff has already championed several key components that directly support the actions outlined in the Target Industry Study.

Since the adoption of the Study, staff has implemented the following:

- On boarding a Business Development Manager within OEV to support the development for the Applied Sciences/Innovation and Manufacturing target industry. This marks the first-time economic development efforts have dedicated one position to focus solely on applied science, specifically magnetic technology.
- Developed a marketing plan to promote Tallahassee-Leon County as the Magnetic Capital of World as well as an emerging manufacturing and transportation/logistics destination to support magnetic technologies. These efforts are made possible due to the infrastructure advancements funded by the one cent infrastructure sales surtax, Tallahassee International Airport, multiple research and development/business parks, as well as major manufacturers.

Throughout the next three years, staff will focus on the following outputs:

- Pursuing business attraction efforts (by contracting with Research on Investment for a three year period) and utilizing the Magnetic Technologies Task Force, as further discussed in Agenda Item #11 of the September 20, 2018 IA Board Agenda. That item the IA Board's approval to develop an inventory of quality sites to strengthen its current inventory of available properties suitable for companies, which is called for in the Strategic Plan. The ultimate goal is to identify high-quality strategic sites that support Tallahassee-Leon County's target industries and well position those sites.
- Implementing 13 actions in the Work Plan specifically for the applied science and manufacturing target industries.
- Building a series of testimonials that seeks to alter the perception that the presence of state government and two universities in Tallahassee-Leon County is a disadvantage to business growth. The core message will be the identification and subsequent promotion of the myriad of opportunities that exist in the community that support the growth and development of private industry.
- Aligning CapitalLOOP visits to Target Industries and utilize those visits to identify activity that is occurring, but largely hidden, within companies, and use that information to supplement current data analysis.

Marketing is a powerful tool for economic developers that can be used to attract, retain, and expand businesses, improve a community's image both inside and outside the community, and promote policies and programs designed to enhance economic vitality. On June 21, 2018, the IA Board approved the funding and implementation of OEV's Marketing Plan. In the economic development discipline, marketing and communications are broad terms used to define the breadth and depth of activities that must take place to convey a community's economic competitiveness. To that end, and in accordance with the Strategic Plan, OEV's Marketing Plan seeks to maximize resources to better position and promote Tallahassee-Leon County as a business generator, and as Florida's Capital for Business (#FLCapital4Biz).

Over the summer, staff has been working to advance OEV marketing efforts for FY 2019, including meeting with Enterprise Florida representatives to discuss ways to maximize the impact of the marketing plan. Tallahassee-Leon County has an opportunity to redefine its image in the minds of those who currently know the community best – its internal audiences – and to create a fresh perspective among business prospects on what the area has to offer. To continue earning the opportunity to vie for competitive projects that add to the tax base and strengthen the business mix locally, the community must positively position itself to its external audience (such as C-level decision makers, site selectors, and business leaders) from an economic development perspective. Therefore, staff is currently evaluating an opportunity to join the Team Florida marketing partnership, which is a coalition of state economic development, utility, and business leaders that promote Florida's business advantages and creates awareness among site consultants and corporate decision makers both domestically and internationally.

Staff is currently in the process of redesigning OEV's website, which as built prior to the completion of the Strategic Plan, Target Industry Study, and Marketing Plan. It is anticipated that the new site will be ready to launch in early 2019. Staff will continue to update the IA Board on marketing actions, activities and results in quarterly status reports. More information regarding staff communications and marketing efforts over the last four months is detailed in Agenda Item #3 of the IA Board's September 20, 2018 meeting agenda.



III. Funding Implementation of the 2020 Economic Development Sales Tax Program

A. Projected Sales Tax Revenue Projections

Based upon the Interlocal Agreement establishing the Blueprint 2020 program, and also consistent with the terms of the Blueprint 2000 program, the City of Tallahassee and Leon County will each receive 10 percent (20 percent total) of annual one cent sales tax revenues. The Blueprint Intergovernmental Agency will receive 12 percent of annual sales tax revenues to administer the Blueprint Economic Development program. Leon County will receive two percent of sales tax revenues to administer the Livable Infrastructure for Everyone (L.I.F.E.) projects. The remaining 66 percent of annual one cent sales tax revenues will fund the Blueprint Infrastructure program.

Table #2 Allocation of 2020 Sales Tax Extension Revenues, as adopted on April 22, 2014

Entity/Program	Share of Total Proceeds
City of Tallahassee	10%
Leon County	10%
L.I.F.E. Projects	2%
Blueprint 2020 Economic Development Program*	12%
Blueprint 2020 Infrastructure Program*	66%
Total	100%

*Includes project costs and operating expenses

Total Forecasted Revenues

In 2017, Blueprint staff began coordinating with City of Tallahassee and Leon County budget directors to update the sales tax revenue forecasts for the Blueprint 2020 program. Based on actual sales tax receipts, staff has updated revenue forecasts for the one cent sales tax consistent with methodology agreed to by both the City and County budget offices. Accordingly, and beginning in FY 2019, an annual growth rate of 3% has been applied to the forecasted sales tax revenues through FY 2024. Consistent with Blueprint Intergovernmental Agency budget practice and in coordination with City and County budget directors, the Blueprint program budget is developed based on 95% of forecasted revenues. Using this methodology, Table #3 provides the Blueprint program forecasted sales tax revenues for FY2019- 2024.

Table #3 FY 2020- 2024 Projected Blueprint 2020 Program Revenues

Program	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Infrastructure Projects (66% of total revenues)	\$22.1M	\$30.2M	\$31.1M	\$32M	\$33M
Economic Development (12% of total revenues)	\$4.0M	\$5.5M	\$5.6M	\$5.8M	\$6M

B. Blueprint 2020 Economic Development Capital Projects

The Interlocal Agreement that established the Blueprint 2020 Economic Development program allocates \$34.1 million to complete two capital projects; improvements to the Tallahassee International Airport (Airport) and construction of a Convention Center. Attachment #7 details the project description for each of these projects.

Tallahassee International Airport

As stated in the Interlocal Agreement, up to \$14.1 million has been identified for the International Airport Growth and Development Project (Parts 1 and 2), which will be utilized to upgrade existing hangar facilities, provide the necessary utility infrastructure to construct additional hangars and develop 1,000 acres of Airport property for lease. In addition, funding would be used to create an international passenger processing facility, support international user fee expenses and provide additional training support to Airport staff in accordance with Tallahassee International Airport's 20-year Growth and Development Plan. Per the direction of the IA Board on June 21, 2018, staff worked closely with Airport to discuss funding strategies. On August 31, 2018, Airport staff formally requested that the IA Board allocated funds be dispersed on annual basis in order to maximize leveraging opportunities (Attachment #8). This amounts to \$528,750 in Fiscal Year 2020 (only nine months of revenue will be collected during FY 2020) and \$705,000 in subsequent years until the entire \$14.1 million is allocated. This request has been built into the FY 2020 – 2024 OEV capital budget discussed on page 32 of this workshop item. Importantly, and in accordance with the guidelines presented in the Interlocal Agreement establishing the sales tax, future expenditures for this project are subject to approval by the IA Board at the time of consideration.

Convention Center

As stated in the Interlocal Agreement, up to \$20 million has been identified for a new Convention Center to be built by Florida State University (FSU) as a part of the development of the FSU Arena District on the Tucker Civic Center site. On June 6, 2018, FSU submitted a letter to the IA Board requesting both the Convention Center and Airport Gateway roadway project be included in the initial round of funding priorities (Attachment #9). Per the direction of the IA Board on June 21, 2018, staff worked closely with FSU to develop funding strategies and requested additional information related to the convention center facility details and operations (Attachment #10).

In 2011, the CRA completed the HVS study and the analysis indicated that market conditions showed support for an 115,000 square foot convention center. In 2013, FSU introduced a vision for the "The Madison Mile" (later referred to as the Arena District) development and was presented to the Leon County Sales Tax Committee as economic development project. The focus was placed on development opportunities around the Civic Center expanding west along Madison Street and Gaines Street toward Doak Campbell Stadium, which included an 85,000 square foot convention center. In 2018, FSU announced a Letter of Intent with Development Ventures Group ("DeVen") to serve as the master developer of the multi-phased Arena District project. According to FSU, the initial phase of the Arena District will incorporate a multi-faceted convention facility integrating the exposition space within the Donald Tucker Civic Center, small and mid-sized rooms within Turnbull Conference Center, and mid-size to large convention

spaces within the new convention building. FSU and DeVen intend to build a full service convention center and hotel to complement the various meeting facilities, and establish Florida's capital city as a destination for state and regional conferences. However, the exact size of the convention center facility and hotel have not yet been established.

To that end and in order to ensure its full economic benefit to the community before any sales tax proceeds are invested in this project, staff presented metrics and other important operational details to FSU for the convention center facility and hotel to include the following components (Attachment #11):

- Capacity to generate county-wide conventions/conferences and events to support multiple existing hotels, restaurants, and attractions. This should include a major ballroom providing at least 25,000 square feet of meeting space (that can be subdivided into four or more meeting rooms and up to four additional rooms totaling 20,000 square feet).
- Full service conference hotel that includes at least one restaurant, valet parking, gift shop, dry cleaning, swimming pool(s) and sauna(s), well-equipped fitness center, and high-speed internet access.
- Adequate parking facilities shall be identified to support the proposed hotel, convention center, Civic Center, and other Arena District uses.
- Identify a unified marketing, sales, and operational structure for the convention center facilities to ensure a seamless booking process for meeting planners and convention experience for visitors.
- Agree on cost-sharing in regards to potential operating shortfalls for the newly constructed meeting space.

FSU agreed with staff that the metrics and other important operational details above are appropriate and mutually agreed that the viability and feasibility of them will need to be substantiated in an updated market/feasibility/operational studies (Attachments #12 and #13). Currently, FSU is seeking a commitment from IA Board regarding the timing to disburse funds once the study is performed, the need is substantiated, agreements are reached and construction is set to begin. When a timeline for the commitment of funds has been affirmed, FSU intends to spend the next several months on a market/feasibility/operational study, given the changes in the market since the last master plan study for this area was completed in 2013, and plans to collaborate with staff on the same. Both FSU and Blueprint/OEV agree to collaborate on the scope of the study for viability and feasibility of a new convention center. The study will be funded by FSU.

FSU is requesting that the IA Board include the convention center project in the initial round of funding priorities. A bond would be required since \$20 million is not available to directly fund this project in any fiscal year. Staff has affirmed with Blueprint Agency's bonding counsel that there is sufficient capacity in FY 2021 (calendar year 2020) to bond up to \$20 million for the convention center within the economic development portion of the sales tax program. The estimated annual impact to cover debt service would be \$1.49 million annually over 19 years for an estimated total payout of \$28.2 million. Bonding the convention center would have additional

impact of \$8.2 million or \$490,000 annually on the OEV budget. This timeline (as early as calendar year 2020) aligns with FSU's stated objective. More detail regarding OEV's Preliminary Draft FY 2020-FY 2024 budget can be found on page 32 of the workshop item. Additionally, once the IA receives the analysis regarding the study outcomes and determination of project details, the process to issue a bond takes three to six months from initiation to bond issuance.

While this item does not represent final action on this project, the consideration of bond financing for this project by the IA Board certainly warrants the general assent of all parties related to the basic requirements and timing of the project for the purposes of moving forward. Any commitment by the IA Board to fund this project (up to \$20M) during the 2020 calendar year (or subsequently), is contingent upon the IA Board's final approval of new conference center's square feet to be constructed and related matters, as detailed above.

Therefore, staff recommends that the IA Board authorize staff to commence the bond financing process for the issuance of up to \$20 million toward the convention center as early as October 2020 (FY 2021), subject to the IA Board's final approval of the scope, size, and operations plan for the hotel and convention center. Moreover, staff is seeking IA Board's approval to continue to participate with FSU in the market and feasibility analysis for the hotel and convention center. Specifically, both FSU and Blueprint/OEV agree to collaborate on the scope of the study for viability and feasibility of a new convention center. The study will be funded by FSU. This study will affirm the convention center facility details and operations terms based on the agreed metrics and other important operational details as discussed previously. Once completed, this information will be presented to the IA Board at a future meeting to consider the final determination of the project scope, timing of the disbursement of funds of up to \$20 million, and execution of necessary agreements to effectuate project.

The next steps for this process are listed below:

- Continue engagement and collaboration with FSU throughout their master plan and market analysis for the Arena District to finalize the convention center facility details and operations terms based on the agreed metrics and other important operational details.
- Present findings and staff recommendations to IA Board to consider timing and final determination of the project scope, timing of the disbursement of funds of up to \$20 million, and execution of necessary agreements to effectuate project commencement.

Action #4 Item: Authorize staff to commence the bond financing process for the issuance of up to \$20 million toward the convention center as early as October 2020 (FY 2021), subject to the IA Board's final approval of the scope, size, and operations plan for the hotel and convention center.

Action #5 Item: Direct staff to continue to participate with FSU in the market and feasibility analysis for the hotel and convention center and be brought back to the IA Board upon completion with staff recommendations.

C. Economic Development Proposals within the Interlocal Agreement

This section specifically addresses those economic development proposals specifically within the Interlocal Agreement, aimed at supporting and nurturing the Tallahassee-Leon County business and entrepreneurial environment. These proposals were recommended by the Leon County Sales Tax Committee to be evaluated for the utilization of the infrastructure sales tax proceeds in accordance with Part V Section 6 of the Interlocal Agreement. Staff has analyzed the proposals A-H identified in Exhibit II, Section b, Item 4 of the Interlocal Agreement. The table below explains how well these projects align with the Strategic Plan Cornerstones and each proposal is further described below with a supporting recommendation. Attachment #14 details the proposal description for each of these proposals.

In the analysis below, staff discusses new efforts that have been undertaken in the local economic ecosystem since 2014 and then provides a recommendation for each specific proposal. Each of the eight proposals and associated recommendations were discussed and endorsed by the EVLC during their September 12, 2018.

Table #4: Economic Development Proposal and Alignment to Strategic Plan Cornerstones

Interlocal Agreement	Strategic Plan Cornerstones					
Economic Development Proposals for Evaluations	Business Formation	Tech Transfer & Comm.	Business Retention & Expansion	Business Recruitment	Creative Economy	Talent Pipeline
A. Entrepreneurial Development Fund	X	X	X	X		X
B. Minority & Women Business Investment	X		X	X		
C. Technology & Innovation Incubators	X	X	X	X		
D. Business Retention, Expansion & Attraction <i>Done: Implemented by OEV</i>		X	X	X		X
E. Economic Opportunity Rapid Response <i>In development by OEV</i>			X	X		X
F. Quantum Leaps & Signature Festivals <i>Done. Implemented by Tourism</i>					X	
G. South Monroe/Adams Corridor Catalyst	X		X	X	X	
H. Raising the Ship Talent Development <i>Done. Implemented by OEV and Career Pathways Council</i>						X

Proposal A: The ***Entrepreneurial Development Fund*** proposes a way to provide a source of funding to enhance present and develop new entrepreneurial support programs. On March 2, 2018, the Incubation and Accelerator Study, performed by Business Cluster Development in partnership with Camoin Associates, was accepted by the IA Board. This study reviewed and analyzed the local business formation landscape and entrepreneurial resources, in order to provide (1) an objective understanding of the landscape, and (2) recommendations on improvements to the entrepreneurial support programs, which include incubators and accelerators (Attachment #15). One recommended action in the study is the development of a competitive grant program to implement future mentoring/training programs and expand incubation/acceleration programs.

Recommendation: Continue to evaluate the funding of this proposal and refer to the EVLC for recommendations and ultimately to the IA Board for consideration as part of the development of the FY 2020 budget process.

Proposal B: The ***Minority & Women Business Investment Fund*** proposes microloans to help minority and women owned small business and entrepreneurs. The objective of microloans is to offer loans at favorable terms to help low income, as well as those challenged by credit issues, to become more self-sufficient. The community has pushed for a local small business driven economy and according to the Incubator and Acceleration study, access to local capital is a problem that continues to hinder growth by local startup businesses. This initiative could also keep businesses in close touch with local capital funding institutions. Recently, the FAMU Federal Credit Union partnered with the Department of Economic Opportunity to administer the Black Business Loan Program. The Credit Union was awarded \$1.1 million for the program that provides alternative lending opportunities and technical assistance to black entrepreneurs that cannot obtain capital through conventional lending institutions but could otherwise compete successfully in the private sector. In addition, Apalachee Regional Planning Council (ARPC) operates a revolving loan program, financed by the U.S. Department of Commerce Economic Development Administration (EDA), to provide a source of capital for businesses in this region, which is designed to fill capital gaps and promote job creation. The average loan is \$25,000 for terms not exceeding five years, and fixed asset loans are made for periods not exceeding ten years. ARPC's loan portfolio is \$550,000 and is consistently fully utilized. In order to expand the program, the Economic Development Administration and the United States Department of Agriculture (USDA) require local matches.

Recommendation: Evaluate partnerships with FAMU Federal Credit Union and ARPC in order to maximize the investment of microloans to help minority and women owned small businesses and entrepreneurs. Staff also recommends that FAMU Small Business Development Center be engaged in the evaluation of these partnership opportunities. Once this evaluation is complete, it will be referred to the EVLC for recommendations and ultimately to the IA Board for consideration as part of the development of the FY 2020 budget process.

Proposal C: Technology & Innovation Incubators would fund the support of existing incubation programs and/or start new ones. Since 2014, there have been several advancements

in the community's incubator landscape, most notably Domi Station and Kitchenshare. These advancements have been evaluated as part of the Incubation and Accelerator Study as well as identified strengths, weaknesses, opportunities, and threats impacting the entrepreneurial ecosystem. This study recommends strategies and tactics that leverage opportunities for continued success, and address challenges to accelerating the growth of startups and early stage businesses in Tallahassee-Leon County.

Currently, the landscape amongst incubators is facing rapid development. Leon County Research and Development Authority (LCRDA), Domi Station, and Tallahassee Community College are all pursuing expansions or seeking to establish new programs. Therefore, staff is recommending that all request of funds regarding the construction of new and/or expanding incubator facilities be evaluated by staff and referred to the ELVC or CPC, before being brought back to the IA Board for consideration. Any formalized agreements will be required prior to the financing or disbursement of any sales tax funds for projects and will be based on availability of funding.

Recommendation: Direct staff to evaluate any future funding requests regarding the construction of new and/or expanding incubator facilities and refer to the ELVC or CPC before being brought to the IA Board for consideration.

To that end, this summer the LCRDA submitted a grant proposal to the U.S. Department of Commerce's Economic Development Agency (EDA) to fund \$8.5 million out of a \$17 million incubator project to support moving university and entrepreneurial intellectual property into the marketplace. This grant opportunity is unique as it provides a greater leverage rate than other EDA grants since it is specifically for communities impacted by disasters in 2017. Specifically, this grant provides investment assistance to help communities and regions devise and implement long-term economic recovery strategies through a variety of non-construction and construction projects to address economic challenges.

LCRDA's incubator project seeks to address economic challenges in the Tallahassee-Leon County region by closing the gaps identified in the Incubator and Accelerator Study, including: (1) incubation for companies at the startup stage of the life cycle; (2) expertise in the form of mentoring and subject matter experts, (3) access to specialized resources at FSU and FAMU, including core labs and faculty; (4) shortage of experienced management talent; and (5) access to capital. It should be noted, that the proposed project's programs, unique spaces, and equipment does not currently exist in the region.

The initial proposal was accepted by the EDA and LCRDA has until September 30, 2018 to submit a formal application for the project accompanied by facility details and the required 1:1 local cash match. LCRDA has requested \$2 million from the IA Board (Attachment #16). It is anticipated that a formal announcement on the award will be late 2018.

This incubator project is designed to assist individuals with business acumen, attract serial entrepreneurs that license technology, and entice venture capital to the area by offering

innovations to enhance their portfolio company's technology. LCRDA is proposing a 40,000 square foot high-tech incubator that will include wet labs, tissue and bio-culture room, engineering/light manufacturing spaces, an innovation lab for prototype development and smaller manufacturing, as well as offices and supporting amenities. In addition, LCRDA built a management plan to ensure self-sustainability of operating expenses and the pro forma shows that the incubator will achieve this goal in Year 2. Specific details are in Attachment #16.

FSU has pledged \$2.5 million toward this proposal. LCRDA is currently seeking the remaining matching funds (approximately \$6 million) from OEV, FAMU, and the State of Florida (specifically DEO). FAMU has submitted a letter of support and is exploring funding options. LCRDA is also in contact with DEO regarding matching funds as well. It should be noted that there is some urgency related to competing for and ultimately receiving construction funds from EDA, which is due on September 30, 2018. At the time of writing this item, LCRDA was still awaiting word from FAMU and DEO on the request for matching funds.

Should the IA Board wish to support the \$2 million request, these funds would specifically be for the construction of the 40,000 high-tech incubator facility, as detailed in Attachment #16, and not for operating costs. Based on the request letter, it is anticipated that the project will start in January 2019 with construction commencing by June 2019, if LCRDA is awarded the grant; however, funding from the economic development portion of the infrastructure sales tax will not begin until January 1, 2020. The EDA is asking that all matching funds be available at the start of construction, which according to the LCRDA will begin in June 2019. Should the IA Board wish to allocate \$2 million toward the LCRDA incubator project, funding capacity is available between cash and bonding options in FY 2020 and FY 2021. For information on the availability of funds in the OEV Capital Budget for FY 2020 – 2024, see page 32 of the workshop item.

In light of this funding request and that this projects fills gaps identified in the Incubator and Accelerator Study discussed above, staff recommends issuing a letter of support for the 40,000 square foot high-tech incubator (as presented in the LCRDA proposal) as required for the EDA grant process and pledge \$2 million to support this project. Should LCRDA be successful in obtaining the EDA grant, staff will bring an agenda item to the IA Board at the February 28, 2018 meeting, to discuss the funding strategy, next steps, and formalize any and all agreements prior to the financing or disbursement of any sales tax funds for this project to ensure that LCRDA has the funds available at the time of construction as required by the EDA.

Should the size, scope, total cost, or cost per square foot of the LCRDA Incubator project deviate from the target as presented in their proposal, the IA Board reserves the right to reevaluate the funding commitment.

Recommendation: Direct staff to issue a letter of support for the 40,000 square foot high-tech incubator as presented in the LCRDA proposal and pledge \$2 million to support this project. Should LCRDA be awarded the grant, direct staff to bring an agenda item on February 28, 2019 identifying the next steps, funding strategy to meet the grant

requirements, and any necessary agreements to formalize the IA Board's participation in the project.

Proposal D: The ***Business Retention, Expansion & Attraction Fund*** proposes to provide the community a toolkit to grow local businesses and attract companies that pay higher than average wages. As discussed previously in this workshop item, staff has already implemented the CapitalLOOP program, a business retention and expansion program with over 100 business consultations to date. This proposal was brought to the EVLC and to the IA Board for approval in March 2017. In addition, Attachment #17 details the incentive programs available in the Investment Toolkit for all eligible expanding businesses. It should be noted that staff continuously researches and tracks industry standards and listens to business needs in order to best position all resources for promoting Tallahassee – Leon County as Florida's Capital for Business.

Recommendation: No further action needs be taken on this proposal as it is already being implemented by staff.

Proposal E: The ***Economic Opportunity Rapid Response*** proposal would provide resources to quickly leverage and close gaps between state incentives and project needs. The Economic Development Strategic Plan also calls for the establishment of a quick action closing fund to serve as “deal-closing” fund to award cash grants to major relocation projects. Closing fund awards would be paid out after the business has made a substantial capital investment to the project and should only be used to win competitive projects that have significant return on investment. Toward this effort, staff recently developed the Elevate Florida's Capital Fund (“the Elevate Fund”), a local funding initiative designed to recognize the vital role ecosystem partners play in the economic development landscape and equip them with funds to execute actions that directly support the community's strategic economic development and align to the target industries. The Elevate Fund utilizes a three-prong approach to promote economic vitality in Tallahassee-Leon County: workforce development, partnership opportunities, and physical assets. Staff is currently in the process of researching and evaluating the development of a third grant, which is a proposed to provide incentives associated with developing physical assets to facilitate and enhance economic vitality and competitiveness in Florida's Capital community. Implementation of this grant is dependent on the availability of funds in the sales tax economic development program.

Recommendation: Continue to evaluate the establishment of a fund associated with developing physical assets to facilitate and enhance economic vitality and competitiveness in Florida's Capital, refer to the ELVC or CPC for recommendations, and ultimately to the IA Board for consideration.

Proposal F: The ***Quantum Leaps & Signature Festival*** is a proposal that seeks to grow and support Tallahassee-Leon County as a cultural destination through festivals and arts by providing grants for festivals that draw tourists, grants to support new and expanding cultural offerings & grants to propel cultural organizations to a new level of sustainability. This proposal aligns with The Creative Economy Cornerstone and supports Goal I from the Strategic Plan.

Currently, the Leon County Division of Tourism (Tourism) manages grant funding programs designed specifically to grow and support Tallahassee as a cultural destination. Since 2014, approximately \$1.53 million has been allocated by Tourism to support the Special and Signature Event grant programs and another \$450,000 will be allocated in FY 2019. The Signature Event Grant Program was established in 2015 to support existing large festivals such as Springtime Tallahassee, Red Hills International Horse Trials, and Market Days, to name a few. A newly created designation of Emerging Signature Events was also established in 2017 to support new or expanding festivals such as Word of South, Florida Jazz and Blues Festival, and LeMoyne Chain of Parks. The grant programs are an annual competitive process reviewed and approved by the Tourist Development Council (TDC). The grant program is designed to ensure transparency, the greatest return on investment of the public dollars, and the greatest economic impact to the community. The Council and Culture and Arts also provides funding to many of these organizations through the allocation of 1¼ cents of tourism development funds, which is approximately \$1.42 million in FY 2019. In FY 2018, the Community Redevelopment Agency (CRA) allocated a total \$135,000 in grant funding for Downtown promotional/special events (\$35,000) as well as large events (\$100,000) which supported events such as Springtime Tallahassee and Word of South; however the FY 2019 budget reduces that amount to \$75,000. In addition, the CRA FY 2019 Budget includes funding (\$50,000) for the Greater Frenchtown/Southside District Promotional/Special Event Grant Program.

Recommendation: No further action needs be taken on this proposal, as it is already being implemented by the Leon County Division of Tourism.

Proposal G: The **South Monroe/Adams Corridor Catalysts** proposal would provide aesthetic and community funding along with the Monroe-Adams Street Corridor Action Plan. Private sector has shown a strong promising future due to initial public investment through infrastructure upgrades such as Cascades Park and the extension of the Capital Trail as well as the Monroe-Adams Corridor Placemaking project, which is a Blueprint 2020 infrastructure project. This proposal also intends to support the Florida A&M University Small Business Development Center on the Southside over a ten-year period and the FAMU Urban Agriculture Project. It should be noted that since 2014, several improvements have made and/or are in progress in the South Monroe/South Adams corridor. This includes the completion of FAMU Way and Lake Anita, Capital Cascades Crossing Pedestrian Bridge, #IHeartTally KCCI project, opening of Happy Motoring Company, as well as the relocation of the Proof Brewing Company and renovation of the old Graphateria Building for the Catalina Coffee Roastery.

Recommendation: Funding of the South Monroe/Adams Corridor Catalysts proposal continue to be evaluated and refer to the EVLC for recommendations and ultimately to the IA Board for its future consideration as part of the development of the FY 2020 budget process.

Proposal H: **Raising the Ship Talent Development** proposal seeks to provide funding for an in-depth assessment of job seekers, estimated employment needs, capital funding for a Southeast Regional Center of Excellence and pragmatic funding to support a Socially

Responsible Enterprise. In the last two years, CareerSource Capital Region, local businesses, educational providers and economic development entities embarked on a partnership that seeks to develop the thriving talent market, by seeking to transform the way the area learns about careers that are available in the region. The Career Pathways project has transformed the way our community learns careers and training in the region. Students, parents, teachers and career seekers are able to explore career paths and learn about training opportunities. This Career Pathways project is chaired by Kim Moore, VP of Workforce Development at TCC and staff currently serves on the council. This collaborative effort seeks to proactively adapt to the changing needs of career seekers, and employers in the Capital Region.

In addition, the IA Board recently adopted the workforce development program of the Elevate Fund addresses requests for workforce training grants that address gaps between existing workforce development/training programs and the identified needs of local businesses seeking to expand their workforce. Through this initiative, OEV seeks to catalyze programs that support shifting market needs and unanticipated opportunities for growth within Tallahassee-Leon County's target industries, and effectively address one or more of the following the economic development priorities within the Strategic Plan. The Elevate Workforce Program recognizes the vital role ecosystem partners play in the economic development landscape and equips them with funds to execute programs that directly support the community's first-ever long-term plan for strategic economic development, specifically within the talent pipeline. In order to develop this program, staff met with workforce partners and presented to the EVLC for recommendations and input. This program was subsequently approved by the IA Board on March 1, 2018. In addition, staff is also hosting the Training Our Talent events with professional experts to help improve employee relations and talent development for business within Tallahassee-Leon County.

Recommendation: No further action needs to be taken on the Raising the Ship Talent Development proposal.

It should be noted, staff continuously engages in all aspects of the development of a talent pipeline and evaluates opportunities as they arise and align with the Strategic/Work Plan and Target Industry Study. Opportunities to strengthen talent development in our community will be evaluated and referred to the EVLC for consideration and ultimately to the IA Board for consideration.

Summary: This analysis presents the IA Board a process to evaluate and fully address each of the economic development proposals within the Interlocal Agreement aimed at supporting and nurturing local Tallahassee-Leon County business growth. Throughout this evaluation process staff has determined that three economic development proposals have already been implemented and need no additional action at this time. In addition, a fourth proposal is currently in development by staff. As mentioned previously, the above eight proposals and associated recommendations were discussed and endorsed by the EVLC during their September 12, 2018 meeting. Therefore, staff is recommending that five proposals continue to be evaluated and brought to the EVLC for recommendations, and ultimately to the IA Board for consideration.

Action Item #6: Direct staff to continue to evaluate the following economic development proposals required by the Interlocal Agreement, with guidance from the EVLC, and to the IA Board for consideration:

- **Consideration of Entrepreneurial Development Fund (Proposal A) as recommended in the Incubation and Accelerator Study.**
- **Collaborate with the FAMU Small Business Development Center to evaluate partnerships with FAMU Federal Credit Union and Apalachee Regional Planning Council to maximize the investment of microloans to help minority and women owned small businesses and entrepreneurs (Proposal B).**
- **Identify the criteria and process to evaluate future funding requests regarding the construction or expansion of incubator facilities.**
- **Continue to evaluate the establishment of a fund associated with developing physical assets that will facilitate and enhance economic vitality and competitiveness in Florida's Capital (Proposal E).**
- **Evaluate the South Monroe/Adams Corridor Catalyst proposal (Proposal G).**

Action Item #7: Direct staff to take no further action on the following proposals: Business Retention, Expansion and Attraction (Proposal D), Quantum Leaps & Signature Festivals (Proposal F), and Raising the Ship Talent Development (Proposal H).

Action Item #8: Direct staff to issue a letter of support for the 40,000 square foot high-tech incubator as presented in the LCRDA proposal and pledge \$2 million to support this project; Should LCRDA be awarded the grant, direct staff to bring back an agenda item on February 28, 2019 identifying the next steps, funding strategy to meet the grant requirements, and any necessary agreements to formalize the IA's participation in the project.

D. Fiscal Year 2019 Operating Budget Summary

The proposed FY 2019 Office of Economic Vitality budget is \$1.26 million and represents a 1.3% overall decrease from the FY 2018 adopted budget. Funding is included for all division activities such as business vitality, research, and minority, women, and small business enterprise programs. In accordance with the terms of the First Addendum to the Second Amended and Restated Interlocal Agreement, as approved July 13, 2016, funding for the OEV is split evenly between the City and County. Funding for the OEV is generated within the Leon County and City of Tallahassee annual budgets, respectively, until FY 2020 when funding shall be derived from the local option sales tax extension proceeds. The detailed budget is provided in Attachment #18 and the analysis is below.

Personnel Services

Personnel Services budget is \$1.07 million. This represents a decrease of \$47,678, or 4.26%, from FY 2018 adopted budget. The decrease in salaries is a result of adjustments made for personnel changes that occurred during the current fiscal year. Pay adjustments for City or County employees will be approved consistent with the final budget of jurisdiction in which the employee's benefits are provided. The proposed FY 2019 Operating Budget for OEV reflects an increase of 3%, but will be adjusted according to action by the City and County, respectively.

Operating Expenses

OEV's operating expense budget for FY 2019 is \$194,079 and represents an 18.8% increase over the FY 2018 adopted budget. Funding is included for all division activities such as business vitality, research, and minority, women, and small business enterprise programs. There are two reasons for this increase: \$10,000 in professional services for the Training Our Talent Series and \$22,703 in allocated costs for human resources, accounting and purchasing. The first Training Our Talent event was held on July 12, 2018 with over 60 people in attendance and received positive feedback from attendees. More information on this event can be found in Agenda Item #3 of the IA Board's September 20, 2018 meeting. Funding in the amount of \$10,000 establishes an annual training series with professional expert to help improve employee relations and talent development for businesses within Tallahassee-Leon County. In addition, the City has allocated costs to OEV for human resources, accounting and purchasing in the amount of \$22,703 to cover administrative overhead costs incurred by the City.

Business Recruitment and Incentive Budget

In FY 2017, the County and the City appropriated \$1 million (\$500,000 each) to support the Business Recruitment and Incentive (BRI) Fund to leverage and maximize job creation opportunities and other opportunities related to the implementation of the strategic/work plan through FY 2020. Current BRI funds are sufficient to implement these programs for the next budget year with approximately \$837,000 allocated through the end of FY 2019. BRI budget details are included as Attachment #19.

Summary FY 2019 OEV Operating Budget

In summary, the proposed FY 2019 Operating Budget is \$1.26 million for the Office of Economic Vitality, a decrease of 1.3%, and accomplishes the following:

- Provides funding for health and retirement costs and merit based salary increases
- Dedicated staff to advance the applied sciences and manufacturing targeted sectors.
- Continuous economic indicator monitoring utilizing state of the art software and establishment of the new Training Our Talent engagement program.

Staff continues to research and track industry standards and listen to business needs in order to best position all resources for promoting Tallahassee – Leon County as Florida's Capital for Business.

E. Fiscal Year 2020 – 2024 Preliminary Draft Operating, Capital Projects, Business Incentives and Grant Budget Summary

The FY 2020-2024 Preliminary Draft Budget summary provides guidance for the implementation of the 2020 sales tax program as it relates to personnel, operating, shared, capital improvement projects, business incentives and grants, and reserves as outlined in Table #5.

Importantly, the 2020-2024 Preliminary Draft Budget gives a high level overview of the operating budget increases that OEV will experience during the first year of implementation for the economic development sales tax. Beginning in FY 2020, OEV will be allocating funding toward share costs with the Blueprint Infrastructure Program for administration, communications, legal, rent, and office equipment. These shared costs were not previously included in OEV's budget.

It is important to note that in the spring of 2016 when the City and the County consolidated their MWSBE offices under the OEV, it was agreed that the IA Board may wish to consider utilizing future economic development sales tax proceeds to fund the MWSBE program. Currently, the MWSBE Division represents approximately 33% of the OEV personnel and operating budget. The Preliminary Draft FY 2020-2024 budget, currently includes funding the MWSBE program from the economic development portion of the sales tax proceeds; following the IA Board's approval of the Disparity Study and its recommendation, staff will bring an agenda item seeking additional guidance regarding MWSBE funding as part of the FY 2020 budget development process.

Table #5: Preliminary Draft FY 2020-2024 OEV Budget Summary

Revenue	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
12% of Sales Tax Proceeds	\$ 4,033,400	\$ 5,498,900	\$ 5,663,900	\$ 5,833,700	\$ 6,008,700
County and City Funding First Three months in FY 2020	\$ 386,024	\$ -	\$ -	\$ -	\$ -
Expenditures	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Personnel and Operating ¹	\$ 2,001,811	\$ 2,217,454	\$ 2,265,731	\$ 2,315,457	\$ 2,366,675
Tallahassee International Airport	\$ 528,000	\$ 705,000	\$ 705,000	\$ 705,000	\$ 705,000
FSU Convention Center	TBD	TBD	TBD	TBD	TBD
Business Incentives and Grants ¹	\$ 544,705	\$ 470,131	\$ 609,294	\$ 505,536	\$ 1,012,870
<i>Total</i>	\$ 3,074,516	\$ 3,392,585	\$ 3,580,025	\$ 3,525,993	\$ 4,084,545
Remaining Funds					
5% of Revenue in Reserves	\$ 201,670	\$ 274,945	\$ 283,195	\$ 291,685	\$ 300,435
Fund Balance	\$ 1,131,952	\$ 1,831,371	\$ 1,800,680	\$ 2,016,022	\$ 1,623,720

1. Includes funding for all current project incentive obligations including the Target Business Program (TBP). OEV has approximately \$2 million in TBP obligations through FY 2029.

It should be noted that 5% of revenues are being placed in a reserve fund that may be leveraged for future economic development incentives and future initiatives/actions needed to implement Work Plan currently available in the Investment Toolkit to eligible expanding business. In addition, the fund balance demonstrates that funding is available for the anticipated debt service costs associated with the Convention Center project once further details regarding the convention center facility and operations have been addressed.

The proposed expenditures include funding allocations for economic development program capital projects, business incentives, and grants in the amount of \$1.07 million in FY 2020. Funding allocations for business incentives is based on current project obligations including the Target Business Program (TBP). Currently, OEV has approximately \$2 million in TBP obligations through FY 2029, which is included in this preliminary draft budget. Approximately \$125,000 for grant programs previously approved by the IA Board such as Elevate Florida Workforce Development and Sponsorship Grant Programs is included. In regards the capital improvement projects, as requested by the Airport staff, funding has been allocated on an annual basis.

As discussed on page 20, FSU is requesting that the IA Board include the convention center project in the initial round of funding priorities. To do so, a bond would be required since there is not \$20 million available to directly fund this project in any fiscal year. Staff has affirmed with Blueprint Agency's bonding counsel that there is sufficient capacity in FY 2021 (calendar year 2020) to bond up to \$20 million for the convention center within the economic development portion of the sales tax program. The estimated annual impact to cover debt service would be \$1.49 million annually over 19 years for an estimated total payout of \$28.2 million. Bonding the convention center would have an additional impact of \$8.2 million or \$490,000 annually on the OEV budget. As discussed previously, staff recommends the IA Board authorize staff to commence the bond financing process for the issuance of up to \$20 million toward the convention center as early as October 2020 (FY 2021), subject to final approval of the scope, size, and operations plan for the hotel and convention center. Once completed, this information will be presented to the IA Board at a future meeting to consider the final determination of the project scope, timing of the disbursement of funds, and execution of necessary agreements to effectuate project commencement.

As discussed on page 25, LCRDA is requesting \$2 million in funding to support their incubator project. FSU has committed \$2.5 million. In addition, FAMU has submitted a letter of support and is exploring funding options. LCRDA is also in contact with DEO regarding matching funds as well. At the time of writing this item, LCRDA has not yet satisfied the local matching requirements. Should the IA Board wish to support the \$2 million request, these funds would specifically be for the construction of the 40,000 high-tech incubator facility, as detailed in Attachment #16, and not for operating costs. Based on the funding request letter, it is anticipated that project will start in January 2019 with construction to commence in June 2019, if LCRDA is awarded the grant; however, funding from the economic development portion of the infrastructure sales tax will not begin until January 1, 2020.

In light of this funding request filling gaps Incubator and Accelerator Study discussed above, staff recommends issuing a letter of support for the 40,000 square foot high-tech incubator (as presented in the LCRDA proposal) as required as part of the EDA grant process and pledge \$2 million to support this project. Should LCRDA be successful in obtaining the EDA grant, staff will bring an agenda item to the IA Board on February 28, 2019, to discuss the funding strategy, next steps, and formalize any and all agreements prior to the financing or disbursement of any sales tax funds for this project. However, should the size, scope, total cost, or cost per square foot of the LCRDA Incubator project deviate from the target as presented in their proposal, the IA Board reserves the right to reevaluate the funding commitment.

As mentioned previously, staff will be working throughout the next year to evaluate the budgetary needs of OEV to continue to implement the Work Plan, increase economic competitiveness of the region, and best position Tallahassee-Leon County as Florida's Capital for Business. Staff will also continue to evaluate funding requests for the LCRDA incubator, Airport, economic development proposals, current and future business incentives, and actions being undertaken as part of the implementation of the Work Plan. Staff will bring to the IA Board a proposed FY 2020-2024 Operating and Capital Projects, Business Incentives and Grants as part of the proposal FY 2020 budget process.

Action Item #10: Accept the OEV Preliminary Draft FY 2020-2024 Budget Summary.

IV. CONCLUSION AND NEXT STEPS

This workshop item highlights the progress of OEV, its programs, actions, and the implementation of the Economic Development Strategic Plan as well as outlining the key next steps and objectives to move OEV forward in its implementation of the Blueprint 2020 sales tax program. Most significant, is the positive economic impact that OEV has had on Tallahassee-Leon County since 2016, which is depicted in the graphic on the right. Over the last two years, OEV has completed 19 actions with nearly 50 ongoing actions being implemented. In the next three years, OEV will be embarking on the remaining actions recommended in the Target Industry Study, such as launching efforts aimed at applied sciences and manufacturing and the accompanying marketing actions. In addition, OEV will continue to work with stakeholders, business leaders and economic ecosystem partners to increase Tallahassee-Leon County's economic competitiveness and promote the area as a business generator.

Office of Economic Vitality Impact
2016 to Present

100+ BUSINESS CONSULTATIONS
+ 4 LEADS GENERATED
+ 3 EXPANSIONS
+ 2 RECRUITMENTS
173 JOBS
\$18M+ CAPITAL INVESTMENT
TOTAL ECONOMIC IMPACT:
\$155.5M+

Below is an outline of next steps over the coming 18 months as OEV begins to move toward the implementation of the 2020 economic development program utilizing funding from the

infrastructure sales tax. All project activities and actions described below are subject to change based on direction received from the IA Board in the workshop or at any time in the future.

December 13, 2018: Disparity Study is the final step in completing the consolidation of the City and County programs through the recommendation of one policy for the MWSBE program. Furthermore, the Disparity Study will recommend new aspirational targets for the City of Tallahassee, Leon County and Blueprint projects. Once the IA Board receives the Disparity Study and adopts its findings, the key action statements will be added to the Work Plan.

February 28, 2019: Should LCRDA receive the EDA grant, staff will present funding strategies and next steps regarding the LCRDA's high-tech incubator project to formalize any and all agreements prior to the financing or disbursement of any sales tax funds to ensure LCRDA has the funds available at the time of construction, as required by the EDA.

June 27, 2019: Present the evaluation and EVLC recommendations for the economic development proposals (A, B, E, and G) for IA Board's part of the development of FY 2020 budget process.

Summer/Fall 2019: Present the findings of the updated market analysis for the FSU Arena District, associated hotel and convention center in order to discuss the final determination and timing of funding.

September 5, 2019: Adoption of the FY 2020 budget.

January 1, 2020: Blueprint 2020 program begins collecting funding.

EVLC Actions: During the September 12, 2018 meeting, the EVLC recommended that the IA Board accept the options within this workshop item.

OPTIONS:

1. Accept the update on the Economic Development Strategic/Work Plan for Tallahassee-Leon County toward ongoing economic growth actions.
2. Direct staff to transition the Economic Vitality Competitiveness Committee to targeted and strategic taskforces, to include Magnetic Technologies, Leon Works Expo, Manufacturing and Data, to provide specific feedback on competitiveness within the target industries and amend agreements, if necessary.
3. Accept the OEV restructuring plan in order to optimize the shared human and technical resources.
4. Authorize staff to commence the bond financing process for the issuance of up to \$20 million toward the convention center as early as October 2020 (FY 2021), subject to the

IA's final approval of the scope, size, and operations plan for the hotel and convention center.

5. Direct staff to continue to participate with FSU in the market and feasibility analysis for the hotel and convention center and be brought back to the IA Board upon completion with staff recommendations.
6. Direct staff to continue to evaluate the following economic development proposals required by the Interlocal Agreement, with guidance from the EVLC, and to the IA Board for consideration:
 - a. Consideration of Entrepreneurial Development Fund (Proposal A) as recommended in the Incubation and Accelerator Study.
 - b. Collaborate with the FAMU Small Business Development Center to evaluate partnerships with FAMU Federal Credit Union and Apalachee Regional Planning Council to maximize the investment of microloans to help minority and women owned small businesses and entrepreneurs (Proposal B).
 - c. Identify the criteria and process to evaluate future funding requests regarding the construction or expansion of incubator facilities.
 - d. Continue to evaluate the establishment of a fund associated with developing physical assets that will facilitate and enhance economic vitality and competitiveness in Florida's Capital (Proposal E).
 - e. Evaluate the South Monroe/Adams Corridor Catalyst proposal (Proposal G).
7. Direct staff to take no further action on the following proposals: Business Retention, Expansion and Attraction (Proposal D), Quantum Leaps & Signature Festivals (Proposal F), and Raising the Ship Talent Development (Proposal H).
8. Direct staff to issue a letter of support for the 40,000 square foot high-tech incubator as presented in the LCRDA proposal and pledge \$2 million to support this project; Should LCRDA be awarded the grant, direct staff to bring an agenda item on February 28, 2019 identifying the next steps, funding strategy to meet the grant requirements, and any necessary agreements to formalize the IA Board's participation in the project.
9. Accept the OEV Preliminary Draft FY 2020-2024 Budget Summary.
10. Board direction.

RECOMMENDED ACTIONS:

Options #1-9.

Attachments:

1. Tallahassee-Leon County Economic Development Strategic Plan Executive Summary
Link to entire study: <http://oevforbusiness.org/wp-content/uploads/2016/10/Strategic-Plan-Tallahassee-Leon-County-Economic-Development.pdf>

2. Office of Economic Vitality Performance Metrics
3. Office of Economic Vitality Work Plan and Timeline
4. Office of Economic Vitality Committees and Membership
5. Review of the Economic Segregation Research
6. Target Industry Report Executive Summary
Link to the entire study: <http://oevforbusiness.org/wp-content/uploads/2018/02/Target-Industry-Study.pdf>
7. Interlocal Agreement: Economic Development Capital Projects Descriptions
8. August 31, 2018 Tallahassee International Airport Request for Funding Letter
9. June 6, 2018 Florida State University Letter Regarding Convention Center Funding
10. July 9, 2018 PLACE email to FSU to Request Details on Convention Center Facility
11. August 22, 2018 PLACE letter to FSU to Request Details on Convention Center Facility
12. September 4, 2018 FSU Letter to PLACE Responding to Request for Details on Convention Center Facility
13. September 6, 2018 FSU email to PLACE on Convention Center Facility
14. Interlocal Agreement: Economic Development Program Proposals Descriptions
15. Incubation and Accelerator Study as included in the Target Industry Study
16. August 29, 2018 Leon County Research and Development Authority Request for Funding Letter
17. Office of Economic Vitality Investment Toolkit
18. Office of Economic Vitality's FY 2019 Proposed Budget
19. Business Recruitment and Incentive Fund

BLUEPRINT
INTERGOVERNMENTAL AGENCY



Blueprint Intergovernmental Agency Board of Directors Agenda Item #10 September 5, 2019

Title:	Acceptance of the Report on the Office of Economic Vitality's Support of Local Business Growth and Formation, Authorize OEV to provide \$200,000 match and Submit a Grant Application for the Establishment of \$1 Million Small Business Loan Program in Partnership with the Apalachee Regional Planning Council, and Authorization to Contract with Buxton Company to Support Local Business Growth Outreach
Category:	Consent
Intergovernmental Management Committee	Vincent S. Long, Leon County Administrator Reese Goad, City of Tallahassee Manager
Lead Staff/Project Team:	Benjamin H. Pingree, Director, Department of PLACE Cristina Paredes, Director, Office of Economic Vitality Drew Dietrich, Deputy Director, Engagement Richard Fetchick, Manager, Business Intelligence

STATEMENT OF ISSUE:

This agenda item seeks Blueprint Intergovernmental Agency Board of Directors (IA Board) approval of the report on the Office of Economic Vitality's (OEV) role in local business formation and growth support as requested by the IA Board on June 27, 2019. This item also seeks approval to develop a United States Department of Commerce Economic Development Administration (EDA) Revolving Loan Fund (RLF) Grant Application for the establishment of \$1 million small business loan program in partnership with the Apalachee Regional Planning Council (Planning Council) by leveraging \$200,000 of OEV funds. Finally, it seeks approval to contract with Buxton Company to support local business growth and outreach.

FISCAL IMPACT:

This item has fiscal impact. OEV seeks IA Board approval to work with the Planning Council to pursue an EDA Disaster Supplemental grant to recapitalize the Planning Council RLF. If awarded, OEV would contribute \$200,000 to leverage \$800,000 in EDA grant funds to establish a \$1 million small business loan program. OEV will also allocate \$25,000 to support the administration of the fund. If awarded the grant, the first year of implementation will have a \$225,000 fiscal impact and \$25,000 impact in subsequent years. OEV also seeks IA Board authorization to expand local business support services through a Buxton Company customer

analytics subscription, at a cost of \$30,000 per year. Funding is available in the FY 2020 capital budget in the EDA Revolving Loan Fund and Future Opportunity Leveraging Fund.

STRATEGIC PLAN:

This agenda item addresses Strategy 1 (all tactics) – Business Formation

Formalize & give continuity to the way entrepreneurship is defined, partner with local financial institutions to develop a funding program, enhance MWSBE program, Leverage existing resources, and minimize differences in certification programs.

And Strategy 3, Tactic 1 – Business Retention and Expansion:

Develop and implement a comprehensive business retention and expansion outreach program that demonstrates interest and concern for the challenges existing industry is facing and mobilize resources to address those challenges resulting in an improved business climate.

RECOMMENDED ACTION:

- Option 1. Accept the Status Report on Support of Local Business Formation and Growth in Tallahassee-Leon County.
- Option 2. Authorize OEV to provide a \$200,000 match and submit a United States Department of Commerce Economic Development Administration revolving loan grant application for the establishment of \$1 million small business loan program in partnership with the Apalachee Regional Planning Council.
- Option 3. Authorize staff to contract with Buxton Company to support local business growth and outreach in the amount of \$30,000.

SUPPLEMENTAL INFORMATION:

The 2016 OEV Strategic Plan highlights business formation and business retention & expansion as two of six central pillars of its work and investment. To that end, OEV tailors outreach and assistance to local startups and established businesses. During the June 27, 2019 meeting, the IA Board requested a report describing OEV support of local business formation and growth.

The following sections describe OEV's contribution to local business formation and subsequent engagement, ecosystem outreach, analysis of current small business finance, and an opportunity to pursue grant funding to recapitalize the Planning Council revolving loan fund (RLF) and make

loans to Leon County startups and Minority, Women, and Small Business Enterprises (MWSBEs). This item also analyzes small business finance and a new opportunity for OEV in that space. Finally, this item addresses research into tools and best practices that enhance local business revenue and performance and seeks authorization to support OEV's provision of business intelligence and research to new, expanding businesses through Buxton software.

Business Formation and OEV Engagement

OEV Business Vitality and Intelligence (Vitality) Division and Minority, Women, and Small Business Enterprise (MWSBE) Division staff continually engage businesses of all sectors and sizes, performing regular check-ins to determine satisfaction with the business climate and to assess business health.

Vitality staff has interacted with over 40 current and prospective businesses since June 2019 through both its recruitment and retention programs. Vitality staff assist commercial real estate brokers, investors, and businesses in finding and retaining clients and space. In FY 2020, the Vitality Division will launch a 90-second video series this fall featuring local businesses. The video series will provide high-visibility, high-quality promotional materials for local tech, MWSBE, food, manufacturing, and other businesses that positively depict business and workforce support available in our community. Vitality provides employment, sales, permitting, GIS, and other data services to requesting entities to assist with expansions and other strategic decisions. The Vitality Intelligence Lab has provided over 20 such instances of assistance during 2019. These data products assist businesses making investment and staffing decisions, help curate a positive image of the community for externally-facing collateral, and shed additional light on community assessments in priority areas such as poverty and competitiveness.

MWSBE staff guide businesses through the certification process to bid on City and County procurements. During FY 2019, the MWSBE Division certified 56 firms, provided 39 business consultations, and 27 referrals for assistance. As of this writing there were 157 MWSBE certified firms that had won \$4.1 Million in City and \$1.5 Million in County procurement contracts. Its Industry Academies, designed to speak to procurement needs on an industry-specific basis, have trained 80 individuals to date in FY 2019. All told, this is over 200 engagements. In an effort to ensure that MWSBEs have the capacity to respond to bid opportunities made possible by the City, County, and Blueprint, OEV encourages their engagement with the FAMU SBDC. The FAMU SBDC has a suite of services for businesses to build capacity, including bond financing and workshop instruction. In addition, businesses are strongly encouraged to provide proof of engagement with either the FAMU SBDC or Jim Moran Institute during re-certification.

Ecosystem Outreach

Paired with referrals to ecosystem partners like the FAMU Small Business Development Center, CareerSource Capital Region, Jim Moran Business School, Jim Moran Institute, Florida State University, Florida A&M University, Tallahassee Community College, DOMI, Alliance of Entrepreneur Resource Organizations (AERO), and others, OEV provides constant connectivity

between local businesses and the appropriate outlet that can best serve them. Staff continually refer businesses to ecosystem partners for capacity building, technical assistance, and networking. Through CareerSource roundtables and AERO meetings, OEV staff engage with partner organizations to track real-time developments in trained workforce and entrepreneurship needs. The MWSBE and Vitality Divisions also refer businesses to FAMU SBDC for business plan development, market studies, and other capacity-building activities.

Marketing & Social Media

OEV publishes business-facing content marketing the city-county as a whole and target-industry-specific materials. During FY 2019, OEV published a revamped Community Profile, Applied Science/Magnetic Industries Pamphlet, Monthly and Quarterly Data Publications, Economic Indicators Reports, information on MWSBE Academies and Training events, the Urban Job Pilot Program along with program information, on Opportunity Zones.

Social media efforts have been used throughout FY 2019 to inform and engage the community on economic vitality related topics. Top-performing campaigns included the Hurricane Michael campaign. Pre-storm, staff used OEV social media to help area businesses prepare for the storm. Post-storm, OEV used social media to push out information on the status of area business operations and on recovery resources from partner agencies, the City, and the County. OEV used social media to support local businesses by promoting, cross-promoting, and sharing pertinent posts and information. These efforts parlayed OEV's social media reach to raise the profile of local businesses. The most successful example of these efforts is the Shop Local, Shop Betton video series showcasing the businesses in Betton Place following the shooting incident there. OEV developed the campaign in cooperation with Betton Place merchants and launched in advance of Black Friday and Shop Local Saturday. The community widely viewed, shared, and liked the campaign, and local news outlets picked up the campaign as well, raising awareness in the community that Betton Place is open for business. As mentioned previously, OEV will launch a video series this fall featuring local businesses to build awareness and visibility for Tallahassee-Leon County businesses and other businesses that positively depict business and workforce support available in our community. These videos will be included in our social media marketing campaign and electronic newsletters.

On June 27, 2019, staff presented the Shop Local agenda item to the IA Board. OEV is dedicated to supporting a shop local marketing and social media campaign that aligns with best practices from around the nation. OEV incorporates this outreach in its communications plan. To develop this communications initiative, staff evaluated several programs across the country (Attachment #3). Staff evaluation revealed that Shop Local programs promote consumer and business spending at participating businesses. These programs embrace the idea of localism—authenticity, uniqueness, and tangible connection—as intrinsically better than a corporate or franchise alternative. Acknowledging this marketing need, OEV will market shop local initiatives in Tallahassee-Leon County by promoting the National Small Business Saturday in November and providing promotion in newsletters and social media outlets.

Expanded Data Services to Local Businesses and Community Decision Makers

In an effort to best serve small businesses, local retailers, and community development partners, OEV is exploring the potential to license a new data platform—Buxton—to perform comprehensive analytics on local consumer dynamics, customer behavior, and market conditions. By creating a more detailed, accurate, and current profile of Tallahassee-Leon County's retail and customer ecosystem, OEV can better leverage programs to support local businesses and partner organizations. Buxton would be a valuable tool to maintain a consistent tax base that can weather recession and enhance the growth of existing businesses and the recruitment of new businesses, leading to an increase in Tallahassee-Leon County taxable sales.

Buxton can assist OEV and local businesses in following ways:

- recruit successful and sustainable business operations to the community;
- retain local and small business as well as reduce turnover and improve occupancy in local business centers;
- assist staff in identifying economic conditions;
- provide data for local businesses to enhance 'Shop Local' initiatives; and
- identify customer segments necessary for successful market penetration.

Staff seeks IA Board approval to contract with Buxton Company to support OEV's function in providing business intelligence and research to new and expanding businesses, promote local business, and better align resources with growing the local tax base. The fiscal impact is \$30,000 per year. Funding is available in the FY 2020 budget in the future opportunity leveraging fund, should the IA Board wish to pursue this additional tool for business intelligence and research.

Small Business Finance

At the September 20, 2018 Workshop, the IA Board directed OEV to evaluate partnerships with FAMU Federal Credit Union, SBDC, and ARPC to help minority and women-owned small businesses and entrepreneurs access microloans with guidance from the EVLC as part of the development of the 2020 budget. This recommendation stems from Intergovernmental Agreement, Section 7, Paragraph 4, which provides for the Agency to evaluate proposals. Proposal B describes a Minority & Women Business Investment Fund that would provide microloans to help MWSBE businesses and entrepreneurs. The Economic Vitality Leadership Council discussed this information at their August 22 meeting.

The Current Landscape

Finance for small businesses and startups includes venture capital, grants, and loan services. Access to capital depends on the industry (target or not), credit history of the borrower, and years of reportable cash flow (from creation to 3+ years in operation). Traditional and small business financing (lines of credit and SBA loans) and support exist through First Commerce, Capital City Bank, SunTrust, Regions Bank, BB&T, Bank of America, and Prime Meridian Bank. Eleven SBA loans have been made by five institutions totaling \$6.5 Million during FY19 in Leon County. Below is a brief outline of the financing options available to small businesses in

Tallahassee-Leon County for venture capital and angel investing, pitch competitions and micro-grants, and small business loans.

Venture Capital and Angel Investing: Prescient Capital Ventures and JVP are venture funds active in Leon County interested in scalable startups with “measurable traction,” and can facilitate startup business capital-raising campaigns up to \$500,000. Several small, independent Angel Investors meet on a semi-regular basis to discuss ~\$25,000 investments in local startups. Beyond Tallahassee, the Florida Venture Forum provides a statewide network of venture capital and angel groups dedicated to facilitating connections between entrepreneurs and existing businesses, however, it is unclear to what extent the group is active in Tallahassee. The LCRDA Incubator Feasibility Report notes that “if an entrepreneur/venture was pursuing investment capital greater than \$500,000, they would need to go outside Tallahassee.”

Pitch Competitions and Grants: Innovation Park offers an annual Tech Grant of \$15,000 and \$10,000 to a first and second place pitch competitor. The Jim Moran Business School provides a micro-grant of up to \$5,000 to FSU student businesses on a rolling basis. FSU Research Office provides a Grant Assistance Program fund grant (up to \$250,000 per year for four years) for commercially promising faculty research. From 2015-2018, the Awesome Tallahassee Foundation made monthly \$1,000 grants to a startup businesses but is not currently active.

Minority and Women Small Business Loans: Due to longstanding interest in minority and women-owned businesses having access to capital, a number of programs target these businesses in the area. Prominent examples include the Black Business Loan Program at FAMU Federal Credit Union and the Northwest Florida Black Business Investment Corporation (NWFBIC)-Big Bend Minority Chamber (BBMC)-Small Business Development Center (SBDC) micro loan program. FAMU Credit Union operates a revolving loan fund capitalized by the DEO Black Business Loan Program on behalf of borrowers throughout the state of Florida. Loans are made to Florida-based Black-owned businesses experiencing difficulty obtaining commercial loans. Presently, the FAMU Credit Union has deployed close to \$800,000 in capital via 13 loans. Loans are made to startups or existing businesses, 51% or greater black-owned, who cannot otherwise obtain commercial funding for operating capital, equipment, or business building modifications. The latest MWSBE capital access program is an initiative spearheaded by the Northwest Florida Black Business Investment Corporation (NWFBIC), Big Bend Minority Chamber of Commerce (BBMC), and the SBDC at FAMU. The anticipated launch of the pilot program is October 2019. The NWFBIC will set aside \$100k as the initial loan fund and work with the BBMC and the FSBDC to market the availability of the funds. The maximum loan amount per small business will be capped at \$10,000 with a minimum of \$1,000. The NWFBIC will review the applications and approve or deny requests. The terms of the loan (i.e. rate and amortization period) will be set on a case-by-case basis. Credit scores will not be the sole determinant for credit decisions, but certainly a part of the factors considered. The targeted population for the program is small minority and women owned businesses in the Big Bend Region. If the program proves beneficial and is well received by the target market, the NWFBIC

may consider increasing the loan fund. A third fund, The Frenchtown Financial Opportunity Center (Envision, FSU Credit Union), is not currently active.

EDA Revolving Loan Fund (RLF) –The Apalachee Regional Planning Council Revolving Loan Fund is an EDA-enabled capital pool targeting credit-troubled businesses. The RLF makes loans for operating capital and equipment of \$5k-\$100k; it is currently 83% deployed to 13 businesses via approximately \$470,000 in loans. The RLF is a flexible loan-making vehicle that can adapt to entrepreneur and MWSBE needs depending upon demand. The EDA recently announced Disaster Supplemental funding that would allow for new capital to be added to the base Planning Council RLF pool. The Regional Planning Council has serviced loans for over 15 years and has a demonstrated structure in place to manage a new loan pool.

The Planning Council RLF was originally capitalized with \$1,335,000 in the 1980s to provide a source of capital for businesses in the Apalachee Region. Its funds are intended to fill capital gaps and promote job creation; thus, the loans target commercially un-bankable businesses. The RLF can serve businesses that fail to show sufficient income for the loan size requested, have too few years in business, or have troubled financial history of the owner. Planning Council staff service loans through a commitment to collateralized debt and close borrower relationships, including an in-person pitch to the RLF executive committee by the loan applicant. Loans are thus vetted and reviewed by ARPC accounting staff and an executive loan committee. Using this system over the past 15 years, the Planning Council RLF has been able to extend 55 loans, 30 of which have been fully repaid. Currently, the RLF includes 13 active loans totaling \$672,250. Attachment 1 provides an overview of Planning Council RLF performance as of March 31, 2019. The Planning Council RLF poses an opportunity for expansion and new impact.

Establishment of a \$1 Million Small Business Loan Program in Partnership with the Apalachee Regional Planning Council by Pursuing a United States Department of Commerce Economic Development Administration Grant

The EDA released a Notice of Funds Opportunity (NOFO) on August 13, 2019, soliciting proposals to aid economic and disaster resilience in the Hurricane Michael (DR-4399) affected region. Based on recommendations from an EDA Florida Representative, OEV can apply for Disaster Supplemental grant funds to address the need for small business financing. Through the OEV-enabled extension, the Planning Council RLF would target Leon County Entrepreneurs and Minority and Women Small Businesses, a priority of both the OEV Strategic Plan (Strategy a.2 – *develop a secured funding program for entrepreneurs seeking capital*) and the Blueprint 2020 Interlocal Agreement (Section 7 b.4.A and Section 7 b.4.B – *Entrepreneurial Development Fund and Minority & Women Business Investment Fund*).

By partnering with the Planning Council to develop a grant application, OEV can leverage federal funds to maximize funding available to startups and MWSBE businesses. OEV's contribution of \$200,000 could leverage an additional \$800,000 by EDA, with a total of \$1 million of new capital that can then be deployed as real estate & equipment loans or lines of credit. New loan administration procedures will prioritize eligible MWSBE and entrepreneur borrowers in Leon County. ARPC has a structure in place to evaluate and service loans. Upon award, Planning

Council will administer the loan program, and OEV will allocate \$25,000 each fiscal year to support ARPC's administrative expenses. By so doing, OEV will save nearly \$65,000 each year by outsourcing loan administration and underwriting to the Planning Council. A \$1 million recapitalization of the Planning Council RLF, by present loan-making statistics (Attachment 1) would permit twenty loans averaging \$50,000 per loan to be made to eligible borrowers. Given the importance of micro-loans within this borrower space, the actual number of loans may be considerably higher, approaching thirty if small equipment and operating capital loans in the \$10,000-\$20,000 range are integrated. EDA RLF job creation loan criteria require one position created or retained per \$20,000 lent, which would amount to fifty seven (57) jobs created upon full deployment of the re-capitalized fund.

Therefore, staff recommends that the IA Board authorize staff to pursue a United States Department of Commerce Economic Development Administration revolving loan grant for the establishment of \$1-million small business loan program. This opportunity is both timely (given the 2019 Disaster Supplemental funding announcement) and supported by EVLC leadership, Blueprint 2020 Interlocal Agreement Section 7 b.4.A and 7 b.4.B – *Entrepreneurial Development Fund* and *Minority & Women Business Investment Fund* OEV Strategic Plan, Strategy a.2 – *Partner with local financial institutions to develop a secured funding program for entrepreneurs seeking capital*. The persistent issue of MWSBE and Entrepreneur capital access will be addressed by the above proposal. If the grant is awarded, the first year of implementation will have a \$200,000 fiscal impact and \$25,000 for grant administration in subsequent years. Funding is available in the FY 2020 capital budget in the ARPC EDA Revolving Loan Fund for Small Businesses Program.

Please note, should other opportunities arise to increase capital access to Tallahassee-Leon County small businesses, staff will evaluate and analyze these proposals, refer to the Economic Vitality Leadership Council (EVLC) for recommendation and ultimately to the IA Board for consideration.

CONCLUSION:

OEV supports local businesses through engagement, ecosystem partner referrals, and marketing & communications. It devotes almost 40% of its capital budget to such endeavors and will continue to support sales across a variety of sectors, both target industry and other local strengths such as food service and accommodation, through its capital initiatives.

As a whole, the OEV connects, convenes, analyzes, deploys resources, and pursues opportunities to support business formation and growth on a continual basis. To advance its impact in the business capitalization space, OEV requests that the IA Board authorize staff to work with ARPC in pursuit of an EDA Disaster Supplemental grant to recapitalize the ARPC RLF. If awarded, this capitalization represents an important step forward for the City-County Economic Development Organization in meeting its goals to support small business formation and growth. Second, to enhance OEV's data-driven technical assistance, staff requests authorization to purchase a

\$30,000 license to utilize Buxton's customer psychographic data platform on behalf of local business research and expansion.

Action by the EVLC and CAC: This item was presented to the Blueprint Citizen Advisory Committee (CAC) and Economic Vitality Leadership Council (EVLC) during their August 2019 meetings. Both committees affirmed the staff recommendation to provide a \$200,000 match and submit a United States Department of Commerce Economic Development Administration revolving loan grant application for the establishment of \$1 million small business loan program in partnership with the Apalachee Regional Planning Council; and to contract with Buxton Company as a supplier of customer analytic information to support local business growth and outreach in the amount of \$30,000.

OPTIONS:

- Option 1: Accept the Status Report on Support of Local Business Formation and Growth in Tallahassee-Leon County.
- Option 2: Authorize OEV to provide a \$200,000 match and submit a United States Department of Commerce Economic Development Administration revolving loan grant application for the establishment of \$1 million small business loan program in partnership with the Apalachee Regional Planning Council.
- Option 3: Authorize staff to contract with Buxton Company to support local business growth and outreach in the amount of \$30,000.
- Option 4: IA Board Direction.

Attachments:

1. Apalachee Regional Planning County Revolving Loan Fund Performance
2. Shop Local Program Information and Community Survey Table

Microloan and Finance Comparison Table

INSTITUTION / FUND	LOAN AMOUNT RANGE	LOAN TERMS	INTEREST RATE	CAN BE USED FOR	APPLICATION REQUIREMENTS (E.G. CREDIT SCORE, % COLLATERAL, DEBT TO INCOME RATIO, ETC.)	NUMBER OF MINORITY APPLICANTS 2019-2020	NUMBER OF WOMEN APPLICANTS 2019-2020	NUMBER OF LOANS MADE TO MINORITY APPLICANTS 2019-2020	NUMBER OF LOANS MADE TO WOMEN APPLICANTS 2019-2020
FAMU CREDIT UNION BLACK BUSINESS LOAN PROGRAM	\$10,000 to \$100,000	Max 60 Months	3% Above Prime	Broad variety of approved use of funds available; except paying off debts and resale/investment property	We consider all of the above; but like credit reports, they serve as a tool, not a sole part of the decision.	20	18	8 <i>Since the inception of the program FAMU FCU has funded \$1.12 million BBLP loans per DEO</i>	7
ARPC REVIVE! RLF	\$5,000 - \$100,000	5-year working capital loans 10-year fixed asset loans	Rates set according to 13 CFR 307.15(b)(1): Never below the lesser of 4% or 75% of WSJ Prime Rate	Machinery & Equipment; Inventory; Working capital; Land & building purchases/renovations; Leasehold improvements; Professional contract services	Business must be located within TLH-Leon County 1 job created/retained for every \$20,000 loaned 10% equity contribution Loan must be secured by collateral	1	1	0	0
NW BBIC / BBMC MICROLOAN	\$5,000 - \$20,000	Flexible Terms	5% for secured, up to 8% for unsecured	Operating Expense or Equipment Purchase	Credit Score 580 for Secure Loans 620 for Unsecure	0	0	0	Program was Approved in February 2020 but was delayed due to COVID-19

INSTITUTION / FUND	LOAN AMOUNT RANGE	LOAN TERMS	INTEREST RATE	CAN BE USED FOR	APPLICATION REQUIREMENTS (E.G. CREDIT SCORE, % COLLATERAL, DEBT TO INCOME RATIO, ETC.)	NUMBER OF MINORITY APPLICANTS 2019-2020	NUMBER OF WOMEN APPLICANTS 2019-2020	NUMBER OF LOANS MADE TO MINORITY APPLICANTS 2019-2020	NUMBER OF LOANS MADE TO WOMEN APPLICANTS 2019-2020
N FL BLACK BUSINESS INVESTMENT FUND	Up to \$250,000	12-84 months for working capital; 300 months for real estate	Variable, based on Treasury Rates and associated risks of each loan	Operating Capital, Real Estate	Online Loan Application	Most recent NW FL program information is that program still starting up - 0	Most recent NW FL program information is that program still starting up - 0	Most recent NW FL program information is that program still starting up - 0	Most recent NW FL program information is that program still starting up - 0
FAMU SBDC MICROLOAN PROGRAM	\$5,000- \$20,000	5 Years Secured 4 Years Unsecured	5% for secured; 8% for unsecured	Any legal business purpose	580 Secured 620 Unsecured Debt Service Coverage 1.10x	4	0	4	0



June 25, 2020

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Interim President/CEO

Darryl Jones

Office of Economic Vitality
315 S. Calhoun Street, Suite 450
Tallahassee, FL 32301

Dear Mr. Jones,

Our county is facing an unparalleled time of economic upheaval and dubiety surrounding our elected and appointed officials. COVID-19 and the seemingly endless reports of local businesses closing their doors, officer involved shootings, and rash of violence calls for us to take a step back and re-evaluate our priorities. This Commission has the opportunity to address and mitigate the societal impacts of poverty (such as economic empowerment, healthcare, education, crime, etc.) and now is the time for action.

It is no secret that the health of black communities is disproportionately affected by COVID-19, but what this pandemic has also highlighted is the staunch disparities in minority businesses' access to capital. As a result of COVID-19, Black owned businesses have decreased by 31% compared to white owned businesses that have decreased by 17%. This is particularly alarming because the great recession significantly diminished Black wealth with their median household wealth decreasing 53% between 2005-2009. Although the federal government has stepped in to alleviate some of the financial burdens small businesses are facing, large lending institutions, being the majority insurers of Paycheck Protection Program (PPP) funds, are historically not a source of capital for Black owned businesses as they primarily receive funding from smaller lenders.

Local governments spend billions of dollars annually hiring contractors for goods and services, but most of these contracts go to white owned businesses. This, unfortunately, may not be news to you. In 2019, our city and county retained MGT of America Consulting, LLC to conduct a Minority, Women, and Small Business Enterprise Disparity Study for the City of Tallahassee, Leon County, and the Blueprint Intergovernmental Agency. The findings of this study are what we expected, minority, women, and small business enterprises continue to be underutilized with only 2.88% of minority firms receiving prime contracts with the city and 6.25% with the county. The findings from the study also highlighted the lack of appropriate data needed to fully analyze the subcontractor utilization rate outside of the construction category. This missing data is critical to fully understanding the disparities minority owned businesses face and without it our local government continues to willingly allow these injustices.



These racial, health, and economic disparities are further exacerbated by recurrent police brutality that has once again made national headlines. Millions of people across the world have learned of the killings of George Floyd, Rayshard Brooks, Breonna Taylor, Ahmaud Aubery, David McAtee, Eric Garner, Sean Reed, Antwon Rose, Corey Jones, Stephon Clark, Tamir Rice and countless others. In Leon County, a recent police shooting has further distressed a black community in crisis. Numerous studies have indicated a positive correlation between increased crime and high unemployment rates. The practice of over policing in minority communities creates a cycle of negative perceptions of the police as evidenced by the National Police Foundation, leading to increasingly violent interactions with the police, and disinvestments in communities. Criminal justice reform efforts must be undertaken and buttressed by economic interventions that aim to address the root causes of crime.

Too often we hear that Tallahassee is a tale of two cities. In your role, you have an opportunity to create an equitable playing field for our minority businesses and show the residents of Leon County that we are committed to justice and the chance to achieve the American dream. We take immense pride in the city we continue to call home. The same city in which we established and inspired other community leaders to join the Big Bend Minority Chamber of Commerce, which is dedicated to stimulating economic growth and development for minority owned business. We believe that this time is a moment in which we can do more than commit ourselves to studying the problems that face our community in regards to economic inclusion. It is for these reasons that we urge you to take 5 action steps expeditiously:

- 1) Pass an ordinance that MANDATES 30% of ALL city and county contracts be awarded to certified minority owned firms;
- 2) In partnership with the Big Bend Minority Chamber and a local lending institution that has a demonstrated history of commitment to the minority community and economic development, use Blueprint economic development dollars to develop microgrants and loans to lower the access to capital disparities that minority owned businesses face;
- 3) Develop targeted training programs based on the 2019 disparities study to increase minority business participation in city and county contracting;
- 4) Amend the purchasing card program to require a minimum 30% of the total p-card annual spend be with local minority owned businesses; and
- 5) Pledge time during the Commission's annual planning retreats for the next 10 years to allow the Big Bend Minority Chamber of Commerce, and others committed to the work of minority economic empowerment, to provide you feedback from minority businesses as to the impact of your minority inclusionary policies.



Let me be frank, these are not new ideas and Leon County is woefully behind in taking the necessary steps to rectify the systemic inequalities that minority businesses continue to face. Now is the time! As the county is set to disburse federal funding from the CARES Act, we urge you to use the funds to support minority owned firms suffering from employment or business interruptions due to COVID-19 related business closures. Long term, local governments in Florida are also taking steps to overcome these systemic barriers. In Orange County, Florida they aim to ensure the inclusion of minority and women owned businesses by requiring contract compliance rates of 25% in construction, 26% in professional services, 10% in goods and 24% in services. Similarly, Hillsborough County has established an annual disadvantaged minority and disadvantaged women business enterprise goal of 20% for construction contracts.

Outside of Florida, other major cities are also committed to equity. Take for example cities such as Atlanta and Philadelphia. Well ahead of time, Atlanta has been a leader in actively promoting full and equal opportunities for everyone doing business with the city. For example, the City of Atlanta has set a goal of contracting at least 40% of the Hartsfield-Jackson International Airport procurement opportunities to registered disadvantaged business enterprises. In Philadelphia, the city aims to fill at least 35% of all contracts through minority, women, or disabled-owned enterprises. Philadelphia also took it a step further by lowering barriers that have historically favored big contractors by offering assistance to smaller, minority-owned and women-owned firms before they even bid on projects.

In the words of Booker T. Washington, *"In proportion as one renders service, he becomes great."* Our residents deserve better and you have the opportunity to facilitate these changes. Please know that we are happy to join you on this journey and provide any assistance we can. If you have any questions or if I can assist you in any way please do not hesitate to contact me at 850-216-1002 or sean@pittman-law.com.

With kind regards,

Sean Pittman, BBMC Chairman

Antonio Jefferson, BBMC President

cc: Vincent S. Long, County Administrator
Ben Pingree, Office of Economic Vitality
Cristina Paredes, Office of Economic Vitality



July 8, 2020

RE: Economic Sustainability and Greater Inclusion & Utilization of Minority and African American Businesses in City and Leon County Government Contracts

Dear Commissioner's,

Capital City Chamber of Commerce (CCCC) was established in 1994. CCCC has served the interest of small, minority and African American businesses over the past 36 years.

For years, the cry for inclusion and more utilization of minority, particularly African American owned businesses in the City of Tallahassee and Leon County government contracts have not shown significant improvement.

In the past ten (10) years, the number of African American businesses have decreased, in Leon County, in construction, professional services, goods and services.

The advent of COVID-19 and its impact on the general population and businesses have been severe and devastating, to people of color and African Americans in particular. This is evident in published higher proportionate rate of infection, hospitalization and death.

The disparity study conducted by the City in 2004 & 2009 by MGT of America Consulting, LLC, showed significant disparity and underutilization of Minority Businesses (which includes white women, blacks, and Hispanics, etc). Same study further showed greater underutilization of black businesses. The recent 2019 disparity study completed by same MGT of America Consulting LLC., has amplified similar problem and even worse underutilization and inclusion of minority and black businesses.

Although, the study's findings indicated that only 2.88% of minority firms received prime contracts with the City, and 6.25% with the County, the percentage is even worse when broken down by race. For example, the percentage of African American businesses, utilized as prime was 1.05% and 4.7% by the City and Leon County respectively.

Furthermore, the study showed that minority and African American firms in professional services, goods and services were significantly underutilized.

The study further shows significantly underutilization of blacks and women owned firms, in the City of Tallahassee procurement. While African American firms have 2.46% availability only 1.05% were utilized as prime. In construction, African American firms' availability was 22.22%, while only 14.64% utilization was achieved.

In Leon County, African American firms' availability was 5.89%, and only 4.7% was utilized in all procurement categories, while in construction, the African American construction firms' availability was 28.62% but only 20.71% utilization was achieved. This study showed significant underutilization of African American firms in all these cases, when compared to 112.02% over utilization for white firms in Leon County and 108.06% overutilization for white firms in the City of Tallahassee.

In the Blueprint Spending, only 0.01% of the prime utilization went to African American owned firms, with 1.93% availability. In Blueprint construction and subcontractor's utilization, African American owned firms represented 12.23% utilization with 19% availability, while non-minority women firms represented 32.88% utilization with 21.5% availability. Representing significant over utilization for white owned firms.

All the data and statistics presented above are public information extracted from City /Leon County sponsored disparity study. The previous method of requiring minority firms, particularly African American owned firms, to make friends, and established forced relationships in an effort to beg for inclusion and acceptance by the majority firms have not worked.

The minority and African American businesses that Capital City Chamber serve are hurting from systematic and historical underutilization. CCCC is therefore requesting that the following measures be considered and adopted to help the situation.

1. That the new MWBE goals established in 2019 for procurement categories as "aspirational" goals be changed to required goals.
2. That the City/County monitoring of WMBE utilization goals be more robust to ensure compliance and avoid pass through.
3. That the utilization goals for all categories be broken down into races, i.e. African America, women, Hispanics, etc. In this case all segments and demographics are represented proportionately. This is because in the past majority of the WMBE spending and utilization have gone mostly to non-African American firms.
4. Modify WMBE utilization policy to ensure that the prime can only get credit for WMBE utilization goal only when the minority firm is listed and utilized in the area where they are certified and been operating.
5. Develop and implement set-aside program in procurement to help close the gap of gross underutilization of African American firms as primes in different procurement categories.
6. Develop and implement program where certified and qualified firms, that are grossly underutilized are occasionally selected to bid on certain City or County projects. This is done in different municipalities like Tampa, Hillsborough County, and others.
7. Develop a micro-loan and certification program that will help small minority businesses

access to capital and training and certification in area of expertise. As some of you may know, CCCC developed and operated one of the first micro-loan program for minority and small businesses several years ago. CCCC will be available to assist with this program if requested.

Capital City Chamber of Commerce wants to be a part of the inclusion and solution. We are available to work with other Chambers of Commerce in these efforts of addressing and improving these systematic issues affecting a segment of the Leon County population.

We look forward to a productive discussion and implementation of ideas.

Sincerely,
Capital City Chambers of Commerce

Katrina Tuggerson, President
Peter Okonkwo, P.E., Vice Chair
Terrence Hinson, Treasurer
Dr. Bruce Strouble, Board Member
Frank Williams, Board Member
Mutagee Akbar, Esq., Board Member
Byron Greene, Board Member
Ben Harris, Board Member
Shannel Franklin, Board Member
Dr. Towanda Davis, Board Member
Pam Ridley, Board Member
Dr. Apryl Lynn, Board Member

cc: Ben Pingree – Director Office of Economic Vitality
Cristina Paredes- Office of Economic Vitality
Daryl Jones – Office of Economic Vitality



July 27, 2020

The Honorable Bryan Desloge
301. S Monroe St.
Tallahassee, FL 32301

Dear Chairman Desloge,

We would like to take the time to thank those elected officials that were willing to meet with us regarding our original letter. Those meetings were productive and thought provoking, which is vital to addressing the concerns we raised. Some of you asked for us to provide feedback on the letter authored by the Office of Economic Opportunity on July 7, 2020. We want to provide our feedback to everyone as we continue these crucial conversations.

We all stand in support of the work that OEV does and are filled with gratitude for their continued support for MWBE firms in our area. In the early days of the coronavirus pandemic, OEV quickly awarded critical funds to 560 local businesses with the COVID-19 Economic Disaster Relief (CEDR) grant and provided a time-sensitive lifeline. This grant helped local businesses continue to stay current with utility bills, rent, and other small priorities. Since then the Leon County Commission voted to create a new Small Business Assistance Program with similar level grant funding from the CARES Act. Without a doubt, we are grateful for the continued support small, minority, and blacked owned businesses have received. While commendable, the funds being dispersed during the time of this pandemic are temporary and do not provide transformative policy change that will yield generational growth for these businesses. Hence, the premise of our initial letter was to encourage actionable steps to create policies that provide for a generational shift to level the playing field for black owned businesses and their families.

We agree that the 2019 Disparity Study unearthed numerous limitations; however, by not moving beyond these limitations, we will continue to see the wealth gap widen between Black and White families. Despite a growing economy before COVID-19, we cannot ignore that a polarizing racial wealth divide has grown between White households and Black households over the past three decades. After adjusting for inflation, the median Black household saw their wealth drop by more than half, while the median White household's wealth increased by 33% between 1983 and 2016. If this trajectory continues, it is estimated that by the year 2050 the median wealth of a White family will be \$174,000 while the median wealth of a Black family will decrease to \$600, and be on track to reach \$0 by the year 2082. In short, we are headed in the wrong direction! For a black business owner this wealth equates to their ability to expand beyond the realm of an initial start-up company. For a black construction company, that business expansion is critical to securing available government contracts. Because Black Americans contribute to the tax dollars being spent in government contracts, the Black community should have a better and fair opportunity to benefit from these dollars. In addition, too often we learn that there are minority owned firms willing and available to serve as a prime or subcontractor, but their capacity to fulfill the duties do not align with many contract requirements. New policies are needed to correct these systemic barriers and to drive transformational change.

BOARD OF DIRECTORS

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As we indicated above, the wealth gap is headed in the wrong direction. Let's think of the wealth gap in terms of the game monopoly. Imagine you are allowed to start playing the game after others have circled the board 100 times. You start the game with your \$500, but the others have been allowed time and resources to build their businesses, buy land, buy homes, rental properties, make investments and start retirement funds. Within the 100 times around the board, the others pass their assets down to their children, all before you leave "Go". Now you're allowed to start playing. At first you think nothing of that 100-lap head start the other players received and remain optimistic about the game and opportunities. That is until each spot you land on is owned by another player and there is nothing left on the board except for landmines and barriers. After only one turn around the board, your wealth is diminished and your outlook turns extremely grim. You're told that you just have to catch up, pull yourself up by your bootstraps, work hard, and you will survive monopoly. The truth is, without help and systems in place to level the playing field, it is logistically impossible for you to catch up. While monopoly is just a game, this scenario is the stark reality for most Black Americans today.

This reality was actualized in the 2019 Disparity Study. As stated in the OEV letter, several community stakeholders including BBMC members, comprised the MWSBE Citizens Advisory Committee that assisted and provided data to the consultants who developed the disparity study. Our original letter does not object to the activity or process of populating the study, but we do object to how the information is being used to limit our communities' potential instead of aspiring for transformative change. A disparity study is generally used to acknowledge our shortcomings in achieving a just and equal society. Disparity studies, further, are designed to document past discrimination and inequities in the procurement of government contracts during a set time period. They show us where the floor is, but too often people believe the data from the study is also the story of full potential. It's not! More importantly, the data collected for the 2019 Disparity Study represents fiscal years 2013-2017, and in our opinion is already outdated. As we should all agree, so much has happened since 2017 that has drastically changed the dynamics of our society and our community. Our potential to reach that just and equal society has grown exponentially and is deserving of a more up-to-date evaluation of our procurement practices and our potential. As the Capital City of the third largest state in the country, Tallahassee should go beyond the limitations of its disparity study and go the next step to fulfill reasonable aspirations. **With this in mind, we urge you to bring MGT of America, Inc. back to conduct an update to the disparity study to include fiscal years 2018-2020, and a benchmark analysis focusing on aspirational goals for MBE and WBE in similar size cities and counties to compare and relate with Tallahassee and Leon County.** With a benchmark analysis and updated data, we can better determine what legally defensible policy adjustments can be made beyond the limitations mentioned in the disparity study.

All that being said, we are encouraged! A recent redevelopment project laid the foundation for establishing a minority inclusion goal of 35%. On the southside of town, Demirel International will redevelop properties deemed the South Monroe Street Walls Redevelopment Project. While requesting funding for this project, the Community Redevelopment Agency staff recommended the development agreement with Demirel include meeting with OEV's MWSBE Division staff to develop a strategy and reporting requirements to meet the City of Tallahassee's goal of 10.5% MWSBE



participation. Demirel International chose to supersede that recommendation and has established their own minority inclusion goal of 35% in their construction budget. And, with the help of OEV, they achieved their goal! Demirel International dared to aspire and go beyond the limitation of minority participation that was articulated in OEV's letter and is a great example of what is possible. More importantly, Demirel International was able to accomplish its goal because qualified officials at OEV developed a list of certified minority owned businesses eligible to be a part of the project. Imagine our surprise at the OEV letter when it suggested that 30% minority participation ask was logistically impossible, when OEV themselves made it possible! To the credit of OEV and by their own actions, they made Demirel International's aspirational goal of 35% minority participation a reality. Our letter and our effort imagines this as a rule and not an exception.

As evidenced by the project above, a **30% aspirational mandate of minority participation** can be achieved if we are intentional. However, if we are to achieve real impact in closing the huge wealth gap in our community, we have to create opportunities for Black prime contractors. **Therefore, we further urge county and city governments to also require that, at a minimum, 15% of the top 20 largest contracts from the city and county be awarded to companies owned by Black Americans and certified with OEV.**

We also renew our urge for \$7.5M to create microloans and grants for black owned businesses. The \$200,000 allocated to the Apalachee Regional Planning Council and used as a match in fiscal year 2020 is commendable. However, this program is not targeted to black businesses and is minuscule in addressing the racial wealth disparities that burden black families. In April of 2014, during the Intergovernmental Agency Meeting regarding the extension of the local government surtax, the Leon County Sales Tax Committee recommended \$6,135,466 be used to develop the Minority and Women Business Investment Fund. That \$6M initiative was birthed out of a year long citizen-led effort that included numerous community meetings and forums. During the community meetings, citizen were given the opportunity to review the potential projects and initiatives before the recommendations were presented to the sales tax committee. Along with reviewing the options, citizens also voted on the projects and initiatives using a rank choice method in which the Minority and Women Business Investment Fund continuously ranked as one of the top two priorities. The 18-person Leon County Sales Tax committee understood the urgency in supporting black owned businesses, yet this investment fund still has not fully materialized to our present day. The racial wealth divide is the foundation of economic inequalities that are exacerbated, not just in the game of monopoly, but in Tallahassee/Leon County. Until we invest substantial funds to help create access to capital for black businesses, we become complicit in these inequities.

In OEV's response they acknowledge that the 2019 Disparity Study did not analyze P-Card spending for all three jurisdictions. **This illuminates the need for an additional analysis on how these three jurisdictions expend their funds.** For fiscal year 2019, roughly \$21M was expended on P-Cards by the City of Tallahassee and \$7M by Leon County. Imagine the possibilities if we were intentional with **oversight and mandates to ensure 30% of these dollars were being spent with Black businesses.** With the current policy, we can assume that the same people likely benefit from P-Card purchasing, to the potential exclusion of Black companies. At a minimum, such an



analysis could potentially identify P-card transaction trends and eradicate any habit or bias spending activity. Furthermore, it is critical to analyze these expenditures to ensure they are not adding to the culture of discriminatory practices and racial inequities.

We cannot continue to try and explain away something as critical as inequality of opportunity, as it continues to persist in our community. By doing so we create policies and standards that address surface level symptoms, instead of the true root causes. By interpreting the results of the disparity study as "the best we can do for our community", we allow structural barriers to manifest and hinder full participation from our increasingly diverse population.

Finally, as mentioned in OEV's letter, *The Tallahassee – Leon County Office of Economic Vitality MWSBE Division is uniquely poised*, unlike any other supplier diversity program in the State of Florida, and we agree! We believe OEV's unique qualification was exhibited in their successful work to posture Demirel International with 35% minority participation in their project. Furthermore, OEV has the right people in place to execute and fulfill reasonable aspirational goals that can begin to close the wealth gap and bring about generational change. We look forward to continued dialogue and any assistance we can provide. We can be reached directly at the email addresses above. Thank you for your time.

With kind regards,

Sean Pittman, BBMC Chairman

Antonio Jefferson, BBMC President

cc: Reese Goad, City of Tallahassee Manager
Vincent S. Long, Leon County Administrator
Benjamin H. Pingree, Tallahassee-Leon County PLACE Director
Cristina L. Paredes, Office of Economic Opportunity Director
Darryl Jones, Deputy Director MWSBE Division

Recipients: Mayor John Dailey
Mayor Pro Tem Dianne Williams Cox
Commissioner Elaine Bryant
Commissioner Jeremy Matlow
Commissioner Curtis Richardson
Chairman Bryan Desloge
Vice Chairman Rick Minor
Commissioner Bill Proctor
Commissioner Jimbo Jackson
Commissioner Kristin Dozier
Commissioner Mary Ann Lindley
Commissioner Nick Maddox

MWBE Credit Survey Outputs

Responses gathered October 2020 by Office of Economic Vitality

OEV Conducted a survey of Minority and Women-owned businesses to determine how these businesses are obtaining capital and technical assistance to run and grow their operations. The survey consisted of 232 total respondents and 202 unique respondents. The two largest groups of respondents were women-owned (67%) and black-owned (60%). Sixty three percent of respondents were already certified by either OEV or Office of Supplier Diversity (OSD), and another 28% were interested. Over half of respondents employed between 1 and 5 people, though all employment ranges were represented.

Sixty nine percent of respondents felt that their existing access to capital was insufficient to run and grow their business. The top three sources of capital listed were Savings (45%), Local Grants (44%), and Commercial Loans (22%). Over sixty percent of respondents had obtained capital of some kind within the past six months, although 20% responded never. Similar to the sources of capital, the capital sought by these businesses was mainly grants: state and federal (57%), local (56%), and business lines of credit (39%). 50% of respondents said that when seeking loans, the amount ranged from \$1,000-\$25,000, and 83% responded that the terms of these loans sought would be for over 1 year (up to and including over 5 years).

When seeking capital through equity, 52% of respondents said they seek between five and fifty thousand dollars. Sixty three percent of grants sought were between five and \$50,000.

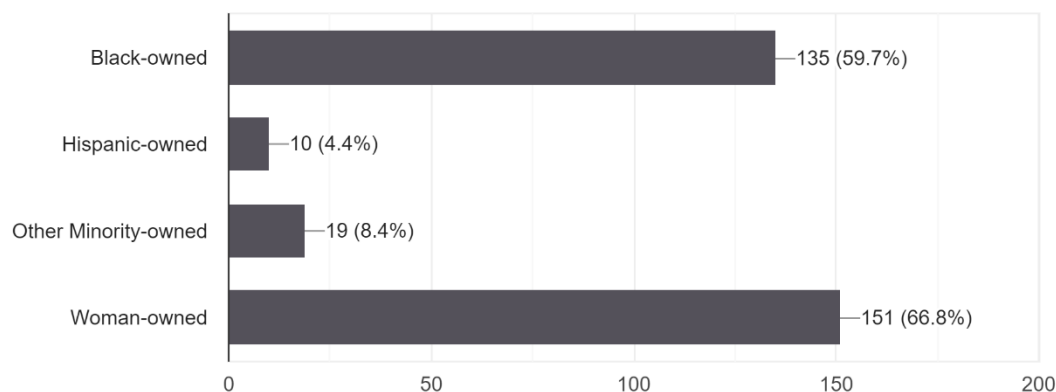
The entities respondents were most aware of included the FAMU SBDC and Jim Moran Institute, and those of which they were least aware were ARPC and the Black Business Investment Fund, North Florida. 74% of respondents had obtained financing or financial guidance from FAMU SBDC, while none reported obtaining either from ARPC or TCC Center for Innovation.

47% of respondents had participated in an OEV MWSBE Office Webinar, and 6% had participated in an MWSBE Academy. All MWSBE topics received a fairly high amount of reported interest, while the highest were City and County Procurement Opportunities and Business Resilience.

Finally, over 70% of respondents obtained business resource information via email alerts or word-of-mouth. All media were fairly popular beyond that, with Twitter (10%) being the least used.

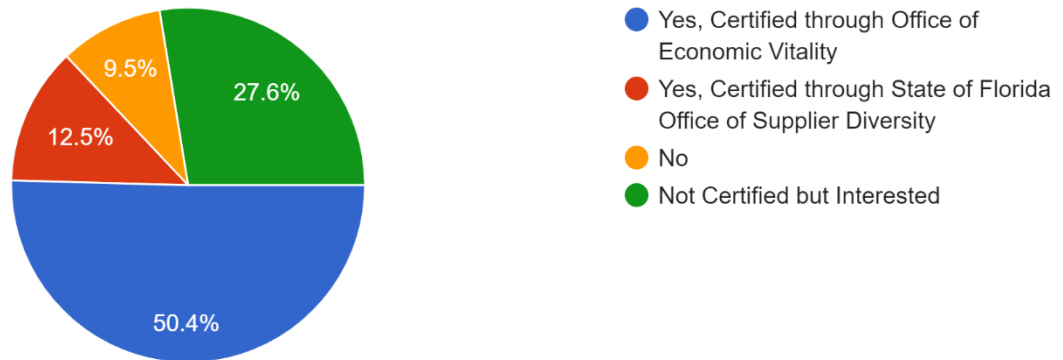
Which of the following apply to your business?

226 responses



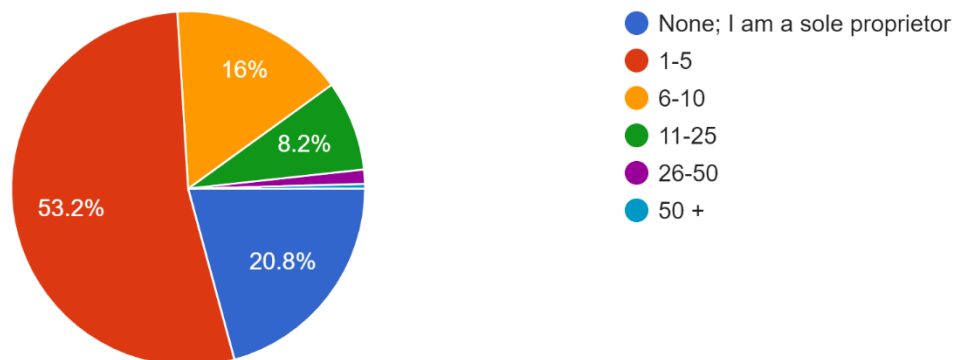
Are you a certified MWSBE (either through OEV or Office of Supplier Diversity)?

232 responses



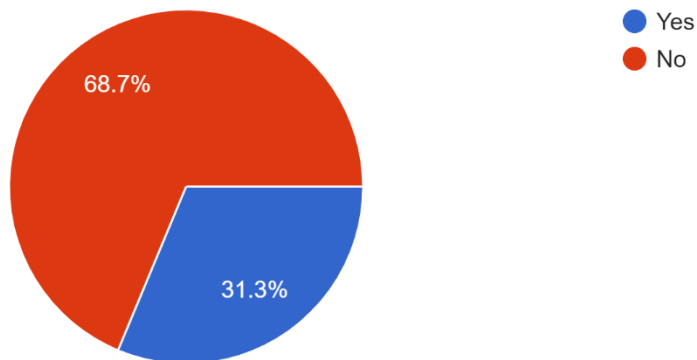
How many people does your business employ?

231 responses



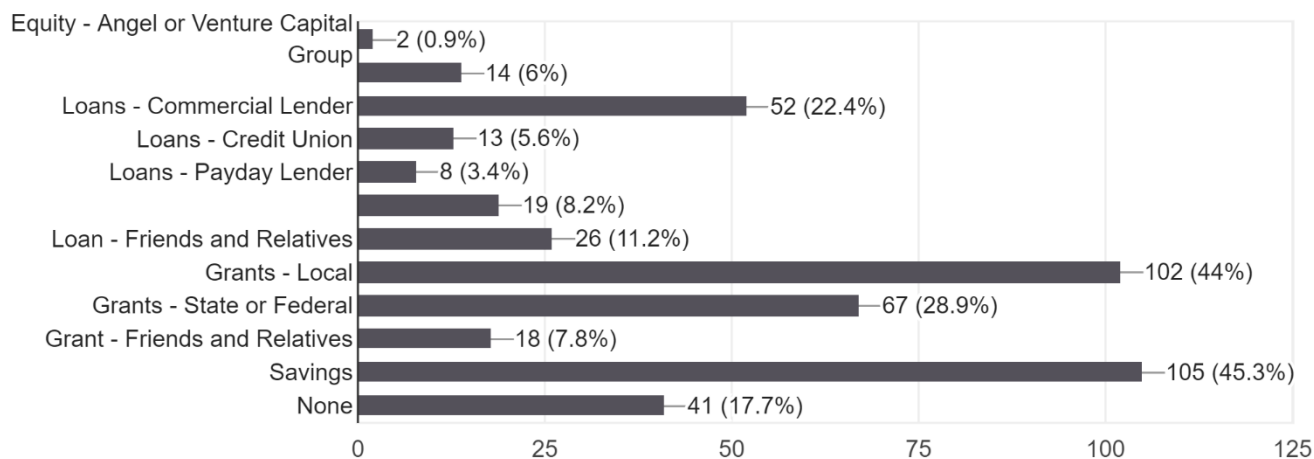
Is your existing access to capital (funding for business activity) sufficient to run and grow your business?

227 responses



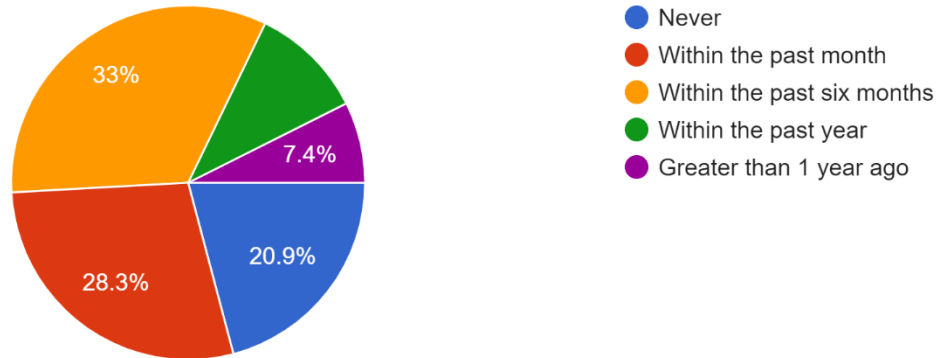
Currently, for capital (funding for business activity), what sources do you use?

232 responses



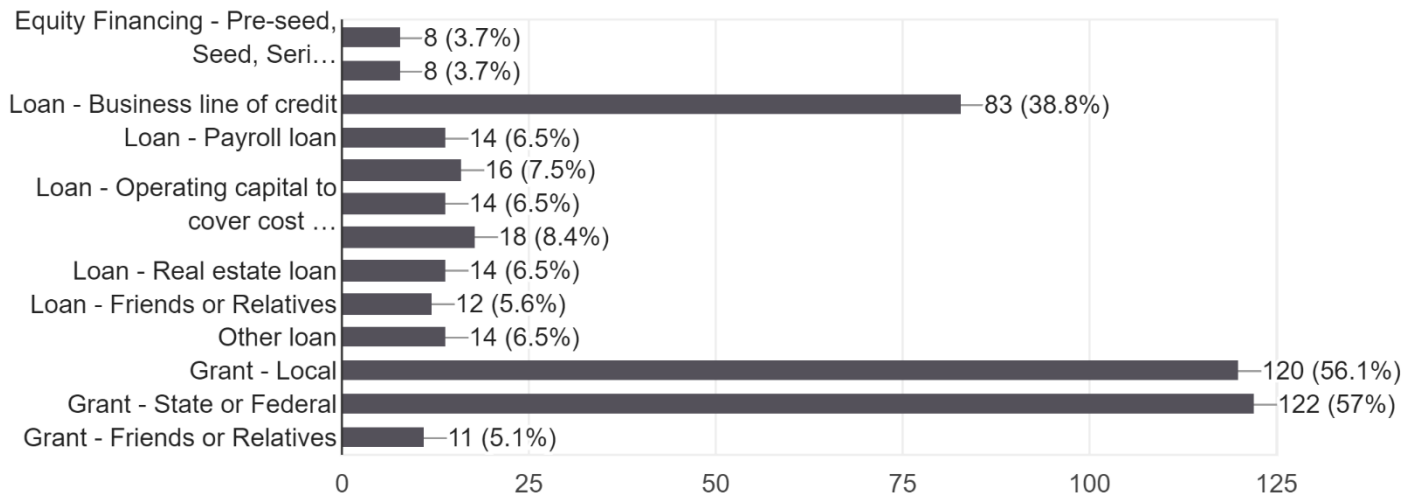
When was the last time you obtained capital (funding for business activity) of any kind, from any source?

230 responses



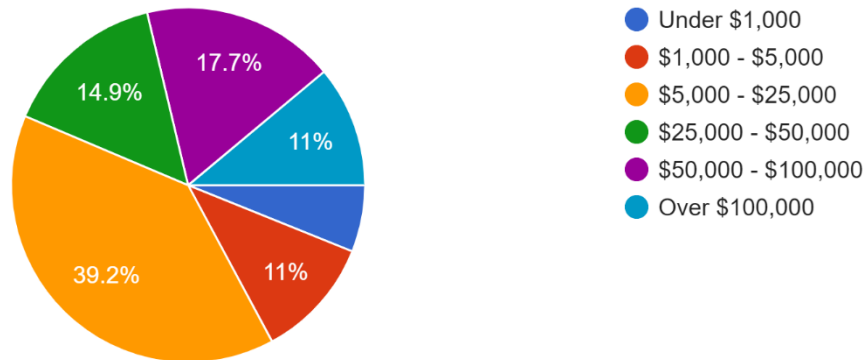
What are the top two most common types of capital (funding for business activity) you seek?

214 responses



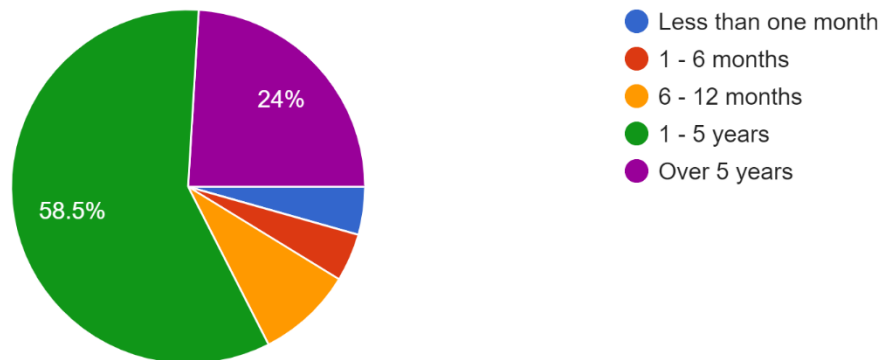
For Loans: What is the average loan amount that you seek?

181 responses



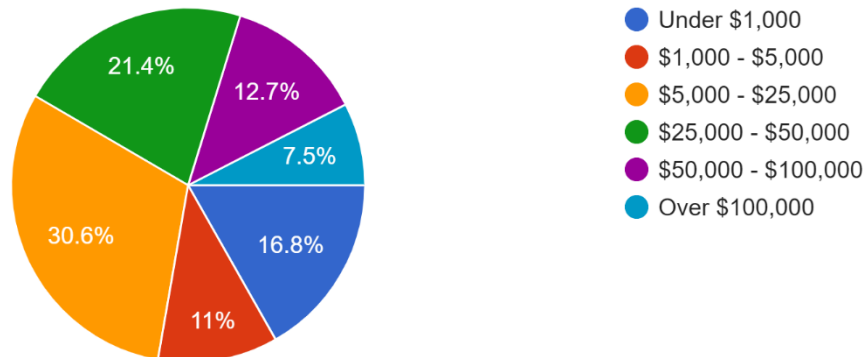
For Loans: What is the average term of a loan (time between borrowing and full repayment) you seek?

183 responses



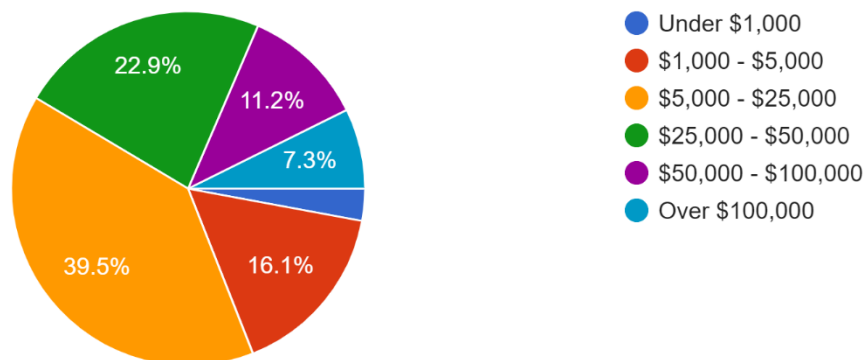
For Equity: What is the average amount that you seek?

173 responses



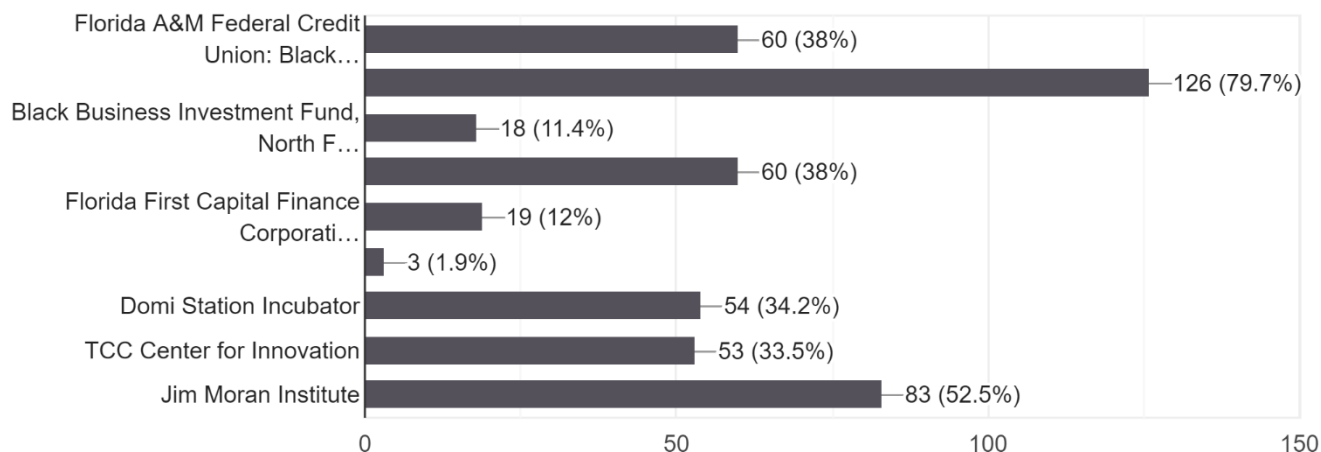
For Grants: What is the average amount that you seek?

205 responses



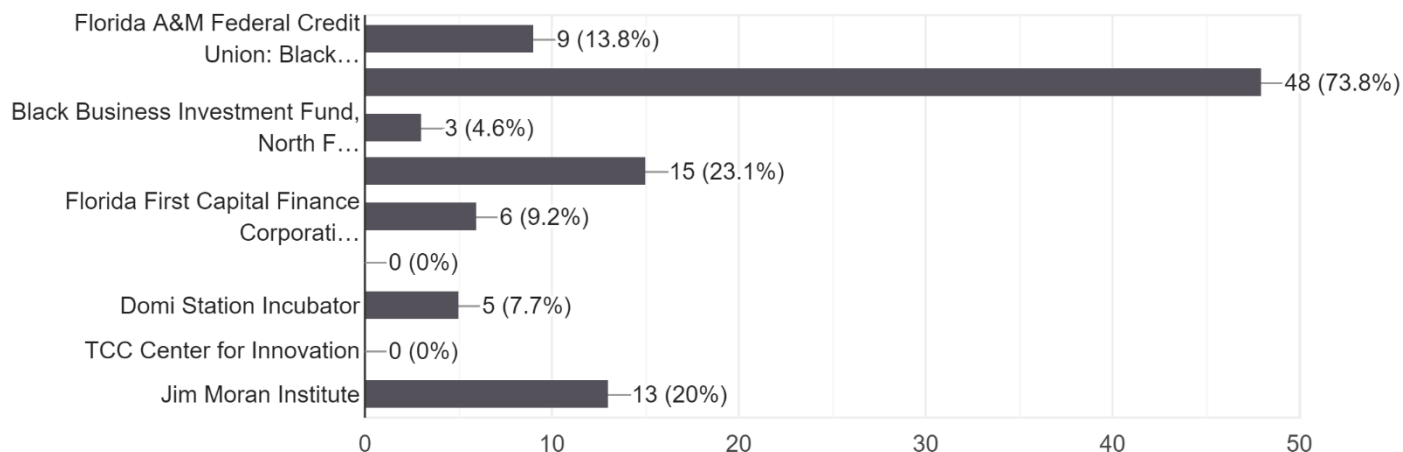
Please indicate any of the following entities that you are aware of.

158 responses



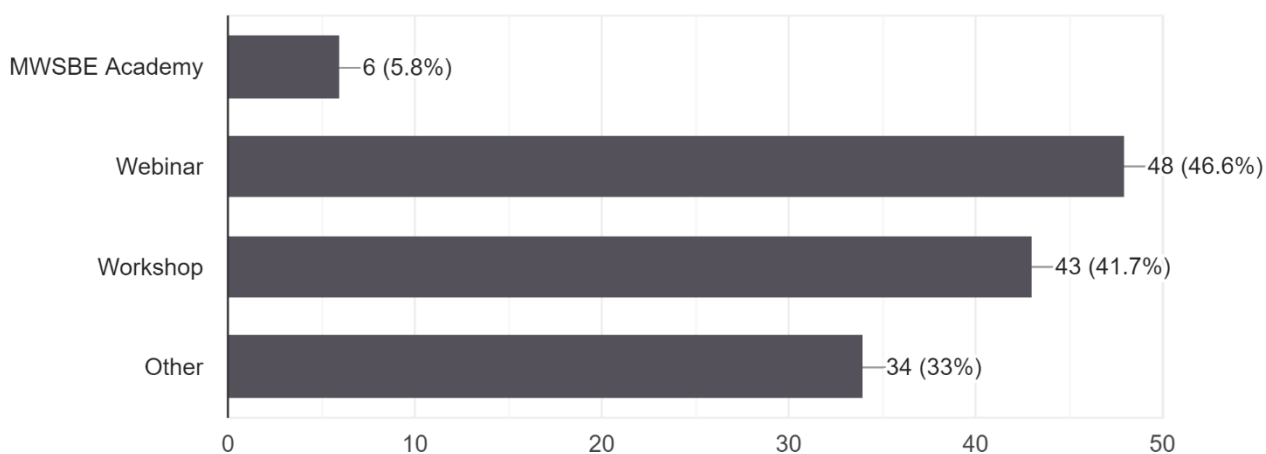
Please indicate any of the following entities from which you have obtained financing or financial guidance.

65 responses



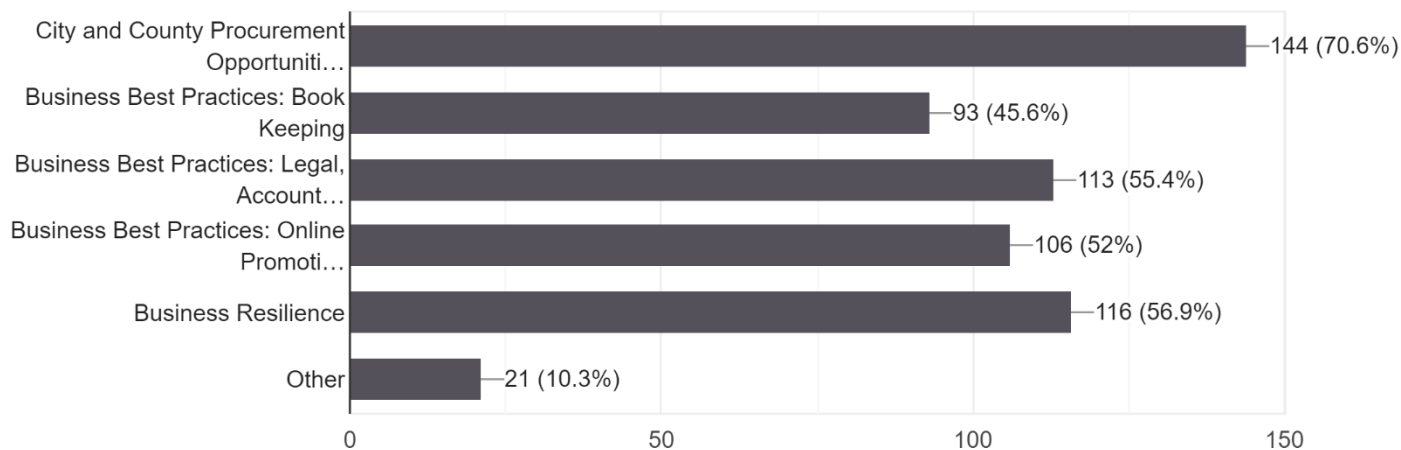
Have you participated in an engagement offered by OEV MWSBE Office? (select all that apply)

103 responses



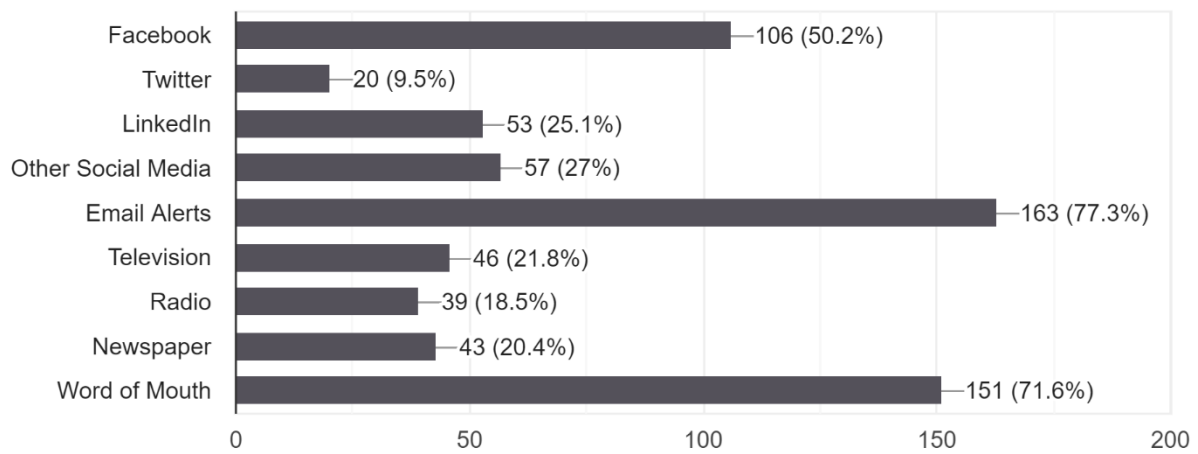
Please indicate which of the following MWSBE educational topics interests you.

204 responses



How do you currently obtain information on business resources? Please check all that apply.

211 responses



APALACHEE REGIONAL PLANNING COUNCIL LOAN PORTFOLIO SUMMARY - 10/1/2015 thru 9/30/2020

Borrower Type	Amount of Loans	% of Amt of Loans	Number of Loans	% of Number of Loans		% of Amt of Loans	% of Number of Loans
Local Govt	\$ -	0.0%	0	0.0%	Local Govt	0.0%	0.0%
Minority Men	\$ 288,000	38.4%	3	20.0%	Minority & Women	62.8%	53.3%
Minority Women	\$ 89,750	12.0%	4	26.7%			
Non-Minority Women	\$ 93,000	12.4%	1	6.7%			
Non-Minority Men	\$ 278,500	37.2%	7	46.7%	Non-Minority Men	37.2%	46.7%
	\$ 749,250	100%	15	100%		100%	100%

County	Amount of Loans	% of Amt of Loans	Number of Loans	% of Number of Loans
Calhoun	\$ 143,000	19.1%	3	20.0%
Franklin	\$ -	0.0%	0	0.0%
Gadsden	\$ 64,500	8.6%	3	20.0%
Gulf	\$ 352,250	47.0%	4	26.7%
Jackson	\$ 102,000	13.6%	2	13.3%
Jefferson	\$ 9,500	1.3%	1	6.7%
Liberty	\$ 28,000	3.7%	1	6.7%
Wakulla	\$ 50,000	6.7%	1	6.7%
	\$ 749,250	100%	15	100%

Start Up	\$ 107,000	14.3%	0	#DIV/0!
Expansion	\$ 282,000	37.6%	0	#DIV/0!
Retention	\$ 360,250	48.1%	0	#DIV/0!
	\$ 749,250	100%	0	#DIV/0!

Working Capital	\$ 201,500	26.9%	0	#DIV/0!
Fixed Assets	\$ 48,000	6.4%	0	#DIV/0!
WC and FA	\$ 499,750	66.7%	0	#DIV/0!
	\$ 749,250	100%	0	#DIV/0!



1. Aiding small business development.
2. Increasing per capita income by creating jobs that exceed the average pay rate within the community in which the loan recipient will be located.
3. Increasing the number of persons contributing to the tax bases within the Apalachee Region.
4. Overcoming specific gaps in local capital markets that inhibit firms from obtaining conventional financing and qualifying for local and state incentives.
5. Stabilizing and diversifying the area's economy by providing employers with capital for expansion of locally owned businesses and start-up for new businesses.
6. Redeveloping and/or reusing blighted land or vacant facilities to put them to productive use and contribute to the local tax base.
7. Complementing other State and Federal economic development programs.
8. Aiding businesses owned and operated by minorities, women or by persons who are economically-disadvantaged.
9. Leveraging the minimum amount of RLF dollars with the maximum amount of private and other public dollars, with a 2:1 minimum leverage requirement.
10. Identifying potential sources of additional capital for sustained growth and viability of the fund.

THE REVIVE! RLF PROGRAM WAS ESTABLISHED TO:

1. Provide a source of financing, which may not otherwise be available via traditional loan sources, for expansion of locally owned businesses and start-up for new businesses in the Tallahassee – Leon County area.
2. Create, retain, and attract businesses that provide permanent jobs in the Region.
3. Maximize investment in the Region and diversify its economic base.

LOAN TERMS & STRUCTURE

Potential Uses: Loans are available for all types of business. Uses may include, but are not limited to machinery and equipment purchases, inventory purchases, working capital needs, land and building purchases/renovations, leasehold improvements, and professional contract services shown to advance business plan objectives.

LOAN SIZE

- \$5,000 - \$100,000
- Average loan size is \$25,000

LOAN TERM

- Working capital loans are made for periods not exceeding 5 years
- Fixed asset loans are made for periods not exceeding 10 years

APPLICATION FEE

- \$100 loan origination fee at loan closing

INTEREST RATES

- Competitive with the market
- Based on the strength of the borrower and pledged collateral

REPAYMENT TERMS

- Repayments will generally be made monthly
- Customized payment structures can be extended to borrowers, depending on their cash flow needs

COLLATERAL

- Collateral pledged for each loan will depend on the loan amount, overall credit risk, and personal and business assets pledged
- Personal guarantees are required



The REVIVE! RLF Program was designed to create investment and employment opportunities for start-up and expanding businesses within the Tallahassee – Leon County.

The REVIVE! RLF loans are available for all types of business. Uses may include, but are not limited to machinery and equipment purchases, inventory purchases, working capital needs, land and building purchases/renovations, leasehold improvements, and professional contract services shown to advance business plan objectives.

For more information about the REVIVE! RLF Program, please contact Jana Williams, RLF Manager, at (850) 339-4564 or JWilliams@arpc.org

HOW TO APPLY

1. Visit:
<https://www.arpc.org/RLF>
2. Download & complete the Loan Application, Personal Financial Statement & Credit Report Request.
3. Gather all other required documentation, as listed on the RLF Submittal Checklist within the Loan Application form.
4. Email or mail all completed forms and required documents to JWilliams@arpc.org.
5. The ARPC is available to help businesses throughout the RLF application process.

LOAN TERMS & STRUCTURE

LOAN SIZE	<ul style="list-style-type: none"> • \$5,000 - \$100,000 • Average loan size is \$25,000
LOAN TERM	<ul style="list-style-type: none"> • Working capital loans are made for periods not exceeding 5 years • Fixed asset loans are made for periods not exceeding 10 years
APPLICATION FEE	<ul style="list-style-type: none"> • \$100 loan origination fee at loan closing
INTEREST RATES	<ul style="list-style-type: none"> • Competitive with the market • Based on the strength of the borrower and pledged collateral
REPAYMENT TERMS	<ul style="list-style-type: none"> • Repayments will generally be made monthly • Customized payment structures can be extended to borrowers, depending on their cash flow needs
COLLATERAL	<ul style="list-style-type: none"> • Collateral pledged for each loan will depend on the loan amount, overall credit risk, and personal and business assets pledged • Personal guarantees are required

Creating Capital Solutions.

1.

INTERESTED IN RLF

- ARPC staff provides RLF information, process, and loan application to business.
- ARPC staff aids business with filling out application.
- Business begins to gather materials necessary for application requirements.

2.

APPLICATION SUBMISSION

- Business sends RLF Application and all required documentation indicated in the checklist to the ARPC staff for review of completion.
 - If complete, staff will notify the RLF Committee of application for review.
 - If incomplete, business is notified of components for correction.

3.

RLF COMMITTEE CONVENES

- RLF Committee is provided with all application materials for review.
- RLF Committee meets to discuss application.
 - Business is invited to make a presentation and meet with the RLF Committee.
- If APPROVED: RLF Committee sends recommendation to the ARPC Full Board for ratification.
- If NOT APPROVED: RLF Committee may assist business with pursuing other funding opportunities.

4.

RLF APPLICATION APPROVAL

- If RLF Application is approved by the ARPC, the business is notified of any additional required contingencies. After this is settled, ARPC staff schedules loan closing via official closing procedures.



For more information or assistance with the RLF Application process, please visit www.arpc.org/rlf or contact Jana Williams at JWilliams@arpc.org or (850) 339-4564



ARPC
REVOLVING LOAN FUND

BORROWER ELIGIBILITY

1. Specific area of location: Tallahassee – Leon County
2. Types of borrowing entity: Existing and start-up businesses, with preference given to those expansions and start-ups that result in retained or new jobs and/or new sources of economic activity in the Region.
 - i. Criteria for Existing Businesses - must be able to demonstrate:
 - a. Dedicated and experienced management
 - b. Past performance
 - c. Current economic viability of the business
 - d. High potential for profitability and growth
 - e. Sufficient collateral and cash flow to service and secure the loan
 - f. Inability to obtain conventional financing at rates and terms that make the project viable
 - ii. Criteria for Start-up Businesses - must be able to demonstrate:
 - a. Market strengths, such as providing a new service or product development or distribution in the Apalachee Region
 - b. Complementary business development that serves an existing regional business entity
 - c. High potential for profitability and growth
 - d. Sufficient collateral and cash flow to service and secure the loan
 - e. Inability to obtain conventional financing at rates and terms that make the project viable
3. A minimum equity contribution (10% of the total project cost): The preferable contribution is in the form of cash; however, other assets of the business/business owner may be acceptable. If the borrower's contribution consists of assets already on the business's balance sheet, then that amount is not counted as leverage.
 - i. An equity stake by the borrower indicates a reasonable level of commitment to their business.
 - ii. Therefore, consideration is given to existing owner's equity in determining new equity required because of the project being financed.



Leon County
Board of County Commissioners
Notes for Agenda Item #18

Leon County Board of County Commissioners

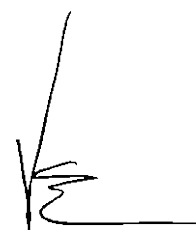
Agenda Item #18

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Single-Stream Recycling Study Final Report and Recommendations



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director of Office of Resource Stewardship
Lead Staff/ Project Team:	Andrew Johnson, Assistant to the County Administrator Tessa Schreiner, Recycling and Sustainability Manager

Statement of Issue:

This item presents the final report and recommendations of a study conducted by SCS Engineers (Attachment #1) on long-term strategies to ensure the viability of the County's recycling program. As discussed in detail in this item, the study evaluated a wide range of policy options and alternatives for the processing of the County's single-stream recyclables and concluded that negotiating a new agreement with Marpan Recycling, the County's current single-stream processor, is the most financially advantageous and best value option. Accordingly, this item recommends authorizing the County Administrator to negotiate a new agreement with Marpan Recycling to process single-stream recyclables. The study also identified several additional recommendations to further enhance the County's overall recycling program and increase recycling rates which are presented in this item for Board consideration.

Fiscal Impact:

This item has a fiscal impact. Based on previous Board direction, the current year budget includes funding to support the Marpan Recycling contract. For next fiscal year, any costs associated with a proposed new contract with Marpan Recycling would be brought to the Board for consideration as part of the budget process.

Staff Recommendation:

See next page.

Staff Recommendation:

- Option #1: Authorize the County Administrator to renegotiate a contract with Marpan Recycling for single-stream recycling services and to present a draft agreement to the Board for approval in early 2021.
- Option #2: Authorize the County Administrator to extend the County's current agreement with Marpan Recycling for single-stream recycling services through September 30, 2021.

Report and Discussion

Background:

This item presents the final report and recommendations of a study conducted by SCS Engineers (Attachment #1) on long-term strategies to ensure the viability of the County's recycling program. As discussed in further detail throughout this item, Marpan Recycling, the County's recycling provider has indicated that its plant is currently operating at a deficit due to an ongoing decline in global markets for recycled commodities and that it may be forced to cease operations due to these circumstances. However, Marpan and the County have agreed to and are currently operating under an interim agreement, approved by the Board at the February 11, 2020 meeting, to allow time to explore options for the future of the recycling program. At the same meeting, the Board also authorized the County Administrator to engage SCS Engineers, an industry-leading consulting firm, in partnership with the City of Tallahassee to assess current and projected market conditions, review recycling industry best practices, evaluate any potential regional approaches to recycling, and identify a range of policy options to maintain a viable recycling program in the long term. SCS Engineers has produced a final report and analysis (Attachment #1), which is discussed in detail in the remainder of this item.

This agenda item advances the following FY2017-FY2021 Strategic Initiative and 5-Year Target:

- *Develop strategies to increase recycling and reuse rates. (2016-14)*
- *75% community recycling rate. (T7)*

This particular Strategic Initiative and 5-Year Target aligns with the Board's Environment Strategic Priority:

- *(EN4) Reduce our carbon footprint.*

History of Leon County's Recycling Program:

Leon County has long maintained a successful recycling program, which has evolved over time to reflect changes in the recycling industry, as a key component of the County's waste reduction and environmental stewardship goals. Like most local governments, the County has historically contracted with private providers for recycling services. Although some local governments own and operate their own recycling facility, most contract with a private provider in order to take advantage of these providers' existing recycling infrastructure including their facilities, equipment, and personnel. In addition, the County is able to leverage the recycling provider's expertise, knowledge, and established relationships within the recycling industry, which is especially important because recycling programs entail not only the processing of recyclables, but also selling those processed commodities in the secondary market.

For many years, the County contracted with a local processor, Recycled Fibers, to provide a "dual-stream" curbside recycling program, which required customers to separate the fiber component (paper and cardboard) from glass and plastic containers and cans. In 2013, the County shifted from dual-stream to single-stream recycling, which allows all recyclable materials to be mixed together in the same curbside container. Single-stream recycling is an industry-wide best practice which tends to be easier for customers and results in higher recycling participation rates. Concurrent with the shift to single-stream recycling, in 2013 the County entered into a seven-year agreement with

Marpan Recycling to process the single-stream recycling from unincorporated Leon County. The City of Tallahassee also entered into a parallel agreement with Marpan.

The shift to single-stream recycling was also made as part of the County's strategy to meet a statewide recycling goal established by the State of Florida. In 2008, the Florida Legislature established a goal for the state to reach a 75% recycling rate by 2020, as well as a series of interim goals. Of note, there is no penalty for failing to meet these goals. In accordance with this legislation, the County's primary waste reduction goal is to meet the 75% recycling rate target by 2020. This goal is also included as a Target within the County's five-year Strategic Plan. The implementation of the single-stream program resulted in an increase in recycling participation and tonnage and has enabled the County to increase its recycling rate from 45% in 2013 to a high of 66% in 2017. In 2019, the most recent year for which annual reporting data is available, Leon County had the 9th-highest traditional recycling rate of all counties in the state, and an overall recycling rate of 57%, well above the average statewide recycling rate of 52%.

As discussed in further detail in the Analysis section below, the state has not met its interim recycling goals since 2014. As such, the Florida Department of Environmental Protection has recommended a variety of strategies to the Legislature for the state's recycling program beyond 2020 including revising the state's recycling goals and the method by which recycling is measured; however, at this time it is not clear what, if any, action the Florida Legislature will take to update or modify this goal beyond 2020.

In addition to implementing single-stream recycling, the County continues to focus efforts on making the community's recycling program robust and accessible for all. Examples of these efforts include the Household Hazardous Waste program and Renew Shop, which was recognized with a 2018 National Association of Counties Achievement Award as an example of a nationwide best practice for generating citizen participation in recycling programs. Additionally, Leon County provides free recycling at Rural Waste Service Centers, and Leon County's Office of Sustainability has created recycling lesson plans for Leon County Schools and presented to thousands of citizens on recycling best practices. These combined efforts, in addition to many others, have contributed to the County's recycling program success and to reaching the County's waste reduction goals.

Overview of Recycling Program Funding and the County's Contract with Marpan:

Leon County's longstanding partnership with Marpan is a key element in the success of the County's recycling efforts. Recyclable materials collected by Waste Pro in the unincorporated area as well as materials brought to the County's Rural Waste Service Centers are delivered to Marpan Recycling for processing, and Marpan incurs the costs associated with operating its processing facility. After sorting, Marpan sells the recyclables on the open market and ships the bulk material to other processors along the east coast of the United States. In turn, much of these materials has historically been packaged and shipped to China. However, as discussed in further detail in the following section, China and other countries that have historically imported most of the world's recycled materials have implemented policies in recent years drastically restricting the types and quality of imported recyclables these countries would accept. As a result, these global policy shifts have significantly reduced the domestic demand for recycled materials.

The County pays Marpan a flat fee per ton representing Marpan's cost to process single-stream recycling. In turn, Marpan shares a portion of its revenue with the County from the commodities it sells. This revenue-sharing structure is a common element among many local governments' contracts with private sector recycling processors. Sharing revenues in this manner incentivizes the private processor to seek the highest possible value for its commodities and mitigates some of the financial impact to the local government when the market value of recycled commodities decreases.

The County's recycling program is funded through the Solid Waste Fund, an enterprise fund established in support of the County's waste management programs. Major revenue sources for the Solid Waste Fund include a non-ad valorem assessment, Transfer Station tipping fees and general revenue support. Annually, citizens in the unincorporated area of Leon County pay a non-ad valorem assessment which pays for the disposal of solid waste, yard waste, and recycling. The solid waste non-ad valorem assessment was established in 1995 at \$40 per year and no increases have been approved since that time. The assessment does not include the cost of curbside collection of garbage and recycling; citizens have the option of subscribing individually with Waste Pro for collection or may utilize the County's Rural Waste Service Centers for free. The Board eliminated user fees for the Rural Waste Service Centers as part of the FY 2019-20 budget process.

As discussed above, in general, recycling processors collect and sort recyclable materials for resale in the secondary materials market. When the County contracted with Marpan for single-stream recycling in 2013, recyclable commodity values were high and the County's recycling program generated modest revenues for the County. Over the past several years, however, markets for recyclable materials have deteriorated, meaning that recycling processors receive less revenue for the materials they collect, process, and sell. As a result, like many other communities throughout the country, Leon County has amended its contract with Marpan in recent years to offset these decreased revenues by paying an increased processing fee. This was done in order to maintain a viable recycling program, as discussed in further detail below.

Recent Decline in the Global Recycling Market and its Impacts:

For more than two decades, China has been the world's principal buyer of internationally generated recyclables, serving as the end-market for more than half of the recyclables generated by the United States. In January 2018, as part of a new anti-pollution program, China implemented a new "National Sword" policy which severely restricted the types and quality of imported recyclables the country would accept. This new policy imposed a ban on imported recyclables that do not meet a 99.5% purity standard, allowing for only a 0.5% margin for contamination – a benchmark that is unattainable for most countries. The policy change has turned the global recyclables market upside-down, causing commodity prices to drop significantly as countries attempt to find other markets for recyclables. Since China's implementation of the National Sword policy, several other countries that have historically been major importers of the world's recyclable commodities have also enacted policies limiting their imports of recyclable materials. The United States market has been dramatically affected by these global policy shifts, with recycling companies reporting significant losses in revenues and placing the viability of counties' and cities' recycling programs in jeopardy.

Prior to the onset of the COVID-19 pandemic, at least 60 local governments had suspended or cancelled their curbside recycling programs according to the industry-leading publication *Waste Dive*, including the cities of Deerfield Beach, Deltona, Sunrise, and Okaloosa County in Florida. An updated review by the same publication in September 2020 indicated that this number has grown to 90 local governments that have suspended their curbside recycling program. *Waste Dive* also noted in September 2020 that these impacts to the recycling industry in the United States have been exacerbated by the COVID-19 pandemic, noting that “Frontline workers have been affected, services have been disrupted, policies have been temporarily changed and financial effects have been significant for the public and private sector alike. While those effects have begun to rise and fall on a regional basis, the pandemic's implications remain a dominant issue for the industry overall.”

To sustain the County’s successful partnership with Marpan and in light of the recent decline in global recycling markets, the County has amended its agreement with Marpan for single-stream recycling several times in recent years. Because the cost to recycle currently far exceeds its resale value, Marpan has absorbed operating losses to operate the single-stream recycling program. Most recently, on December 9, 2019, the County and the City of Tallahassee received a letter from Marpan Recycling indicating that its single-stream recycling plant is operating at a deficit due to worsening market conditions, despite the collaborative efforts by Marpan, the County, and the City of Tallahassee in recent years to ensure the long-term viability of the community’s recycling program. In that letter, Marpan indicated that it would be forced to cease operations and terminate its contract to provide single-stream recycling due to these circumstances. At the February 11, 2020 meeting, the Board authorized a short-term interim agreement with Marpan (Attachment #2), which provided an increased contractual payment to Marpan and also allowed time for the County and City to explore alternative options for the future of the program. The short-term agreement expires January 31, 2021 with an option to extend through September 30, 2021 at the County’s discretion.

Overview of the Single-stream Recycling Study:

At the February 11, 2020 meeting, the Board also authorized the County Administrator to engage SCS Engineers, an industry-leading consulting firm, in partnership with the City of Tallahassee to assess current and projected market conditions, review recycling industry best practices, evaluate any potential regional approaches to recycling, and identify a range of policy options to maintain a viable recycling program in the long term. The consultant’s final report is included as Attachment #1 to this agenda item and discussed in detail in the Analysis section of this agenda item. Consistent with key findings identified in the study, this item recommends authorizing the County Administrator to negotiate a new agreement with Marpan Recycling to process single-stream recyclables. As discussed in detail in this agenda item, the study concluded that negotiating a new agreement with Marpan is the most financially advantageous and best value option among all of the potential alternatives reviewed.

Analysis:

At the February 11, 2020 meeting, the Board authorized the County Administrator to engage SCS Engineers in partnership with the City of Tallahassee to evaluate long-term options for the future of the County’s recycling program. The consultant conducted an extensive review of the County’s

and City's current recycling program, projected and analyzed future recycling needs, identified and evaluated a range of alternative options for the community's recycling program, and provided specific recommendations to maximize the viability of the County's and City's single-stream recycling program.

Evaluation of Leon County's Existing Single-Stream Recycling Program:

Single-stream recycling is available to every citizen and business in unincorporated Leon County through curbside recycling, Rural Waste Service Centers, and commercial recycling dumpsters. In the unincorporated area, recyclable materials from residents and businesses are collected by Waste Pro and taken to Marpan, and additional recyclables from the Rural Waste Service Centers are delivered to Marpan by County trucks. At Marpan, materials are processed (sorted and baled), and Marpan then sells the recyclables on the open market. At its single-stream facility, Marpan recycles paper, cardboard, plastic containers, aluminum and steel cans, and glass. Currently, Marpan is the only facility capable of processing single-stream recycling in Leon County.

As discussed in the Background section above, the County pays Marpan a flat fee per ton to process single-stream recycling, and Marpan shares a portion of its revenue with the County from the commodities it sells. Table #1 below illustrates the current market values of recycled commodities in the secondary market. The revenue that Marpan shares with the County is based on the "adjusted market value" of these commodities, which is a weighted average of each material's current market value by the proportion of each material in the recycling stream.

Table 1: Adjusted Market Value for Single Stream Recyclables, September 2020

Single Stream Recycling Material	Proportion	Market Value (\$/Ton)
Corrugated Cardboard	10.5%	\$67.50
Mixed Paper	47.2%	\$17.50
Steel Cans	2.6%	\$17.50
Aluminum Cans	1.2%	\$980.00
Plastics #3 - #7	2.3%	-\$30.00
PET (#1)	3.4%	\$162.60
HDPE (#2) Natural	1.0%	\$1,130.00
HDPE (#2) Colored	1.2%	\$135.00
Glass	22.9%	\$0.00
Contamination	7.7%	\$0.00
Adjusted Market Value (\$/Ton)	100.0%	\$45.60

As discussed in the Background section of the item, China implemented its "National Sword" policy in 2018 which severely restricted the types and quality of imported recyclables the country would accept. Other countries that have historically been major importers of the world's recyclable commodities subsequently enacted similar policies limiting their imports of recyclable materials. As a result, domestic recycling markets have become oversaturated with supply and the market value of processed recyclables has decreased significantly. Despite the collaborative efforts by

Marpan, Leon County, and the City of Tallahassee over the past several years to ensure the long-term viability of the community's recycling program, the continued decline in the resale value of processed recyclables has caused Marpan's single-stream recycling plant to operate at a deficit. Figure #1 below illustrates this decline in values between 2017 and 2019 based on a national survey of recycling processors.

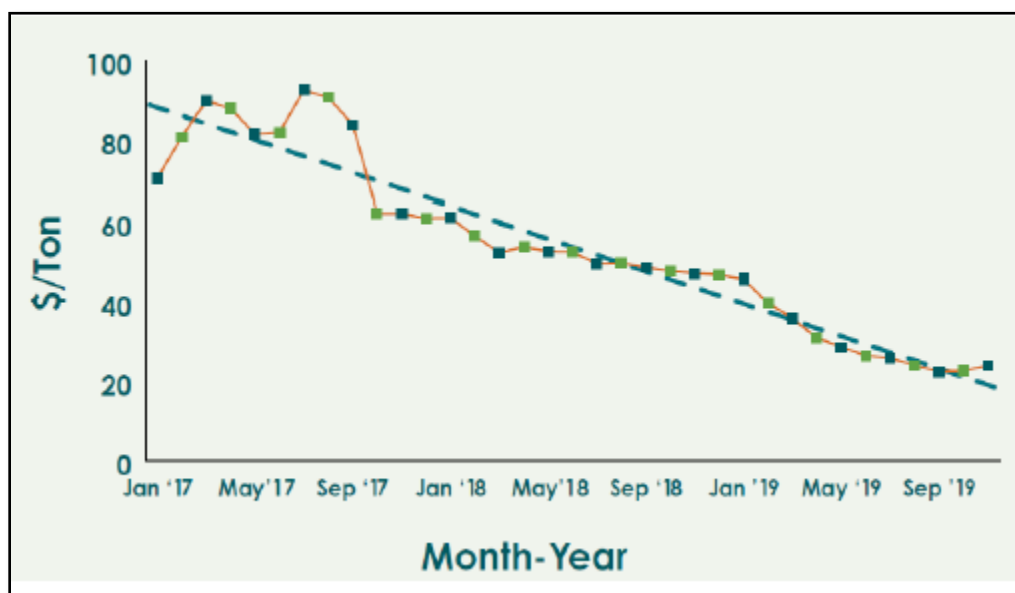


Figure 1: Blended Material Values, 2017-2019

Since the County first partnered with Marpan for single-stream recycling in 2013, the contract between the County and Marpan has been designed to ensure that Marpan remains a viable financial partner. Accordingly, as recycled material values have decreased in recent years, the County has amended its agreement with Marpan to offset the decline by paying a higher per-ton processing fee and by allowing Marpan to retain a greater share of its revenues from the resale of its commodities. These contract amendments have been negotiated with Marpan to ensure that its single-stream operation is able to break even financially in light of the ongoing market volatility.

During the current contract period (February 2020 through January 2021), the County pays a flat processing fee of \$80.25 per ton, less a 40% share of its revenues. Based on the current market value of commodities, the County's net cost of per ton of single-stream recycling is approximately \$62. The County also has the option to extend the Agreement through September 30, 2021. During this period, the County's processing fee would increase to \$89 per ton, less a 30% share of Marpan's revenues. Based on the current AMV, the net cost per ton would be approximately \$75. Table #2 below illustrates the effect of changing market conditions and associated contract amendments on the County's net recycling cost per ton.

Table 2: Effect of Changing Market Conditions and Contract Provisions

Single Stream Cost Item	Marpan Contract Conditions			
	2014	2016	2019	2020
Processing Fee	\$50.00	\$79.00	\$80.25	\$89.00
Average Market Value (AMV) ¹	\$128.00	\$80.00	\$45.00	\$45.60
Rebate (% of AMV)	50%	80%	40%	30%
Unit Cost (\$/Ton) ²	-\$14.00	\$15.00	\$62.25	\$75.32
Change (\$/Ton)	--	--	+ \$47.25	+ \$13.07

¹ AMV for 2014 was based on 3/12/14 agreement with Marpan. AMV for 2016 estimated conservatively at \$80/ton. AMV for 2019 and 2020 estimated from September 2020 AMV calculation.

² Unit Cost = Processing Fee - (AMV * Rebate)

It is important to note that the increased costs of recycling discussed in this item are not unique to Leon County and Marpan. As part of the analysis presented to the Board during the January 28, 2020 meeting, staff conducted an updated survey of other Florida counties to better understand how Leon County's recycling program structure and costs compare around the state. Of those counties that have recently entered a new contract term, each is currently paying a comparable or higher net cost than Leon County pays under the current interim Agreement. Okaloosa and Santa Rosa Counties have contracted with the Emerald Coast Utility Authority in Escambia County at a cost of approximately \$65 per ton. Lee County recently entered a new agreement at a cost of \$82.50 per ton, and Citrus County's net cost is \$120 per ton. Also, Hernando County recently changed contracts in 2020 and anticipates a net cost of \$90 to \$180. There are several other counties that are nearing the expiration of their current contract, each of whom reported that its private recycling vendor has requested similar increases in recycling costs per ton at the end of its current contract term. Table #3 below illustrates a comparison of Leon County's net cost for processing single-stream recyclables compared to other Florida jurisdictions:

Table 3: Comparison of Recycling Costs to Other Florida Local Governments, 2020

County/City	Processing Fee (\$/ton)	Revenue share (AMV)	Net Recycling Fee (\$/ton) ¹
North Port, FL	\$102.00	100% to Municipality	\$56.40
Largo, FL	\$105.00	100% to Municipality	\$59.40
Leon County/Tallahassee, FL	\$89.00	30% > \$89.00	\$75.32
Sarasota County, FL	\$125.00	100% to Municipality	\$79.40
St. Johns County	\$106.76	50% to Municipality	\$83.96
Clearwater, FL	\$98.40	20% to Municipality	\$89.28
Venice, FL	\$135.00	100% to Municipality	\$89.40
Coral Springs, FL	\$96.00	55% > \$96; 65% > \$120; 75% > \$140	\$96.00
Charlotte County, FL	\$103.40	None	\$103.40
Lakeland, FL	\$115.00	85% above \$115	\$115.00
¹ assumes an AMV of \$45.60			

Analysis of Policy Options for the Long-Term Viability of Single-Stream Recycling:

The consultant's study identified and evaluated several alternatives for processing the County's and City's single-stream recyclables. Following is a brief discussion of each of these options; a

complete discussion of the costs and considerations regarding each alternative is included in the final report (Attachment #1).

- *Renegotiate the Current Agreement with Marpan*

This is the policy alternative that is recommended by the consultant relative to the County's and City's single-stream recycling program. As the consultant's final report indicates, "Notwithstanding the dramatic increase in costs since 2014, based on the analysis... the City and County have an effective contractual arrangement with Marpan that shares market risk (i.e., AMV). The market assessment undertaken in this analysis reveals that the current financial arrangement and risk allocation is fair and reasonable and financially advantageous when all other options are considered." As indicated above and in the consultant analysis, the County's partnership with Marpan has historically compared favorably to other Florida counties in terms of the net cost to the County. This is due in large part to the efficiency of Marpan's single-stream plant and its effectiveness in removing non-recyclable materials (or "contamination") from the stream. Based upon preliminary discussions with Marpan, it is anticipated that the terms of a renegotiated agreement would continue to be competitive with other Florida jurisdictions' recycling costs.

Should the Board wish to pursue this option, it is recommended that the Board authorize the County Administrator to negotiate a new agreement with Marpan to be brought back for final approval in early 2021. Options for funding any increased cost associated with the new agreement would be brought back to the Board for consideration during the FY 2022 budget process. Additionally, under this option, it is recommended that the Board authorize the County Administrator to extend the current Agreement through September 30, 2021. As discussed above, the net cost to the County would increase from approximately \$62 per ton to \$75 per ton, or a projected increase of \$67,000 for the remainder of FY 2021. The current FY 2021 budget includes funding to support the increased recycling costs anticipated during the extended contract period.

- *Seek Alternate Proposals for Single-stream Recycling*

The consultant also evaluated the feasibility of seeking alternate proposals from other recycling processors. In summary, the consultant study recommended that a new competitive procurement should be considered only if the current provider's quality, cost, or value does not meet the County's expectations. As discussed above, Marpan's single-stream plant operates efficiently, produces an output with relatively low contamination rate (meaning that very little of its material is discarded and sent to the landfill), and provides a competitive rate to the County when compared to other Florida jurisdictions. Additionally, the study indicates that this option would likely entail significant expenses associated with implementing and managing a bid and a lengthy transition period, which may be untenable since Marpan has indicated that it cannot continue operating at a deficit in the long term under the current contract provisions.

Additionally, during the January 28, 2020 meeting, Commissioners expressed a desire for the analysis to explore any opportunities that may be available to collaborate with other

communities throughout the region to achieve any potential cost savings. As the consultant study indicates, “The City and County’s supply of single stream recyclables is considered modest and may not attract as many markets or as high a value as larger quantities.” Outside Leon County, Marpan currently receives and processes recyclables from Wakulla County, Gadsden County, and Tifton, Georgia under existing contracts. Recycling in Jefferson County and the City of Monticello is currently suspended; however, the volume of single-stream recyclables that were previously generated in Jefferson County is comparatively small. As such, the study noted that based on the current market conditions, the likelihood of realizing an economy of scale that would significantly lower processing costs is low, and as such, renegotiating with Marpan would be a preferable option.

- *Haul Single-stream Recyclables to the Next Nearest Processor*

As discussed earlier in this item, Marpan is the only facility in Leon County capable of processing single-stream recyclables. The consultant study evaluated the feasibility of contracting with an out-of-county provider to process the County’s and/or City’s recyclables. However, the closest single-stream plants are in Escambia County and Duval County, both approximately 200 miles away from Leon County. The study concluded that the transportation cost associated with hauling recyclables to either facility, in addition to the processing fee that each facility charges, renders this option impractical.

The consultant also explored the feasibility of using the County’s Transfer Station to aggregate and load materials into tractor-trailers for hauling to an out-of-county facility rather than “direct hauling” using curbside collection trucks. While this option would significantly reduce hauling costs, the additional processing fees charged by either facility make this option significantly more expensive than continuing the County’s current relationship with Marpan. Additionally, utilizing the Transfer Station to support recycling would require additional labor expenses and potentially additional space to facilitate both solid waste and recycling operations.

- *Construct and Operate a County-owned Recycling Facility*

Several counties and cities in Florida own and operate their own recycling facility. Accordingly, the consultant study evaluated building a County-owned facility to receive, process, and market the community’s recyclable materials. However, the study recommended against this option for several reasons. First, based on a high-level analysis of other single-stream processing facilities built in the past ten years, the estimated capital and operating costs would be significantly greater than renegotiating the County’s agreement with Marpan. Second, the County currently benefits from Marpan’s operational expertise and its network of established buyers for its processed commodities, which the County would not immediately have. Finally, under the current contractual arrangement, Marpan assumes most of the market risk associated with fluctuations in the value of recycled commodities. If the County were to own and operate its own recycling facility, it would assume the full risk burden. The study also evaluated the alternative of acquiring the existing Marpan facility but recommends against this option as well since the County is not likely to realize a significant advantage in cost or efficiency compared to Marpan’s

current operations. This alternative would also carry the same market risks discussed above.

- *Discontinue the County's Recycling Program*

Finally, the consultant study evaluated the alternative of discontinuing the County's recycling program in light of the current market conditions. Under this option, all commercial and residential recyclables would be hauled to the Transfer Station and disposed at the Springhill Landfill. Suspending or discontinuing recycling is a reality that more than 90 communities around the country are currently facing, as indicated earlier in this item. However, it should be noted that both the County and the City have a decades-long commitment to recycling, there is significant community support in Leon County for recycling, and both the County's Strategic Plan and the Integrated Sustainability Action Plan include initiatives and goals in support of recycling and waste reduction in to the future. In addition, the State of Florida has set a target for all counties to reach a 75% recycling rate by 2020 (discussed in further detail below). At this time, it is not clear what, if any, action the Florida Legislature will take to update or modify this goal beyond 2020. Under this option, the County would still incur costs associated with aggregating otherwise recyclable materials at the Transfer Station, hauling to the landfill, and disposal. The cost to aggregate and transport recyclable materials to the landfill would be approximately \$42 per ton, or a savings of approximately \$135,000 per year.

Additional Considerations to Enhance the County's Recycling Program:

While this item focuses on policy options to ensure the long-term viability of the County's single-stream recycling program, the consultant also identified additional strategies that the County may wish to explore to further enhance the broader waste reduction goals in the County's Integrated Sustainability Action Plan. The County's Office of Sustainability will continue to evaluate these strategies and will bring back future agenda items with more detailed analysis of these issues and specific recommendations for the Board's consideration.

Of note, one of the potential strategies identified in the consultant report is related to mandatory commercial recycling. Commercial recycling is currently available to all businesses in Leon County and the City of Tallahassee; at this time, there approximately 400 businesses within City limits and 48 businesses in the unincorporated area that participate. Commercial recycling is provided at an additive cost to the business which represents the monthly rental cost of the waste container and a collection charge. Depending upon the size of the waste container and the pick-up frequency requested by the customer, the cost ranges from approximately \$750 to \$3,000 per year. Some jurisdictions in Florida have adopted ordinances to implement mandatory commercial recycling; however, considering the financial impact to local businesses that mandatory commercial recycling would entail, this option is not recommended at this time. Should the Board wish to explore this concept further, however, this item includes an option to direct staff to provide additional analysis and recommendations as part of the FY 2022 budget process.

Conclusion:

Leon County Government is committed to leading the community's efforts to enhance recycling participation, reduce waste, and to serve as responsible stewardship of our community's resources. The County's single-stream recycling program is a fundamental component of these efforts. Over the past several years, the County has partnered with Marpan, the City of Tallahassee, and a variety of other community stakeholders to enhance our collective recycling and waste reduction efforts, including adopting an Integrated Sustainability Action Plan in 2019 which includes specific goals and action items designed to reduce and re-use our community's waste. Toward that end, the County, City, and Marpan have made significant, collaborative efforts to maintain a viable financial partnership and continue the community's recycling program in light of extraordinary changes in the recycling industry and markets worldwide.

The current interim agreement with Marpan has provided the County an opportunity to continue the community's recycling program while evaluating long-term strategies to maintain a viable program. Accordingly, the County engaged SCS Engineers, an industry-leading consulting firm specializing in the area of recycling and waste reduction, in partnership with the City to assess current and projected market conditions, review recycling industry best practices, chart local and regional assets and transit options, and identify a range of policy options to maintain a viable recycling program in Leon County. The consultant conducted an extensive review of the County's and City's current recycling program, projected and analyzed future recycling needs, identified and evaluated a range of alternative options, and provided specific recommendations to maximize the viability of the County's and City's single-stream recycling program.

The consultant study concluded that negotiating a new agreement with Marpan is the most financially advantageous and best value option among all of the potential alternatives reviewed. As such, this item recommends that the Board authorize the County Administrator to extend the current agreement with Marpan through September 30, 2021 and negotiate a new agreement with Marpan to process single-stream recyclables for Fiscal Year 2021-22 and beyond. Should the Board wish to do so, a final negotiated agreement would be brought back to the Board for approval in early 2021. The County's partnership with Marpan has historically compared favorably to other Florida counties in terms of the net cost to the County, and based upon preliminary discussions with Marpan, it is anticipated that the terms of a renegotiated agreement would continue to be competitive with other Florida jurisdictions' recycling costs. Options for funding any increased cost associated with the new agreement would be brought back to the Board for consideration during the FY 2022 budget process.

In the event that the County is unable to reach a tentative agreement with Marpan with terms satisfactory to the County, Option #2 extends the current agreement through September 2021 which would provide adequate time for the County to implement an alternative strategy, such as hauling to the next closest processing facility. In that case, should negotiations be unsuccessful, an update would be brought back to the Board in early 2021 recommending an alternative policy direction, and any associated fiscal impacts would be brought back to the Board during the budget process.

Options:

1. Authorize the County Administrator to renegotiate a contract with Marpan Recycling for single-stream recycling services and to present a draft agreement to the Board for approval in early 2021.
2. Authorize the County Administrator to extend the County's current Agreement with Marpan Recycling for single-stream recycling services through September 30, 2021.
3. Direct the County Administrator to provide additional analysis and recommendations relative to mandatory commercial recycling as part of the FY 2022 budget process.
4. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. SCS Engineers Final Report
2. Third Amendment to the County's Single-stream Recycling Agreement with Marpan

September 15, 2020
File No. 09220053.00

LETTER REPORT

Andrew Johnson
Leon County
301 South Monroe Street
Tallahassee, FL 32301

Robert Wigen
City of Tallahassee
2602 Jackson Bluff Road
Tallahassee, FL 32304

Subject: Recycling Options Analysis, Presentation of Findings

Dear Mr. Johnson and Mr. Wigen:

SCS Engineers (SCS) is pleased to provide this letter report that summarizes the data, analysis, and findings associated with evaluating a range of options for managing single-stream recyclable materials collected by Leon County (County) and the City of Tallahassee (City). The following supporting memoranda are attached for reference:

- Current Recycling Conditions in Leon County (County) and the City of Tallahassee (City) (Task 2, Attachment 1 to this report);
- Future Recycling Needs in the City and County (Task 3, Attachment 2 to this report); and
- Alternative Recycling Scenarios (Task 4, Attachment 3 to this report).

The evaluation contained herein provides the background and recommendations to be considered by the Board of County Commissioners and the City Commission to continue their single-stream recycling program, and is organized as follows:

- Section 1 presents the Executive Summary with key findings;
- Section 2 presents current recycling conditions in the City and County;
- Section 3 presents alternative recycling scenarios;
- Section 4 presents other program enhancements to increase recycling;
- Section 5 presents other considerations; and
- Section 6 presents conclusions and recommendations.

1.0 EXECUTIVE SUMMARY

The impetus for this project was the third negotiated rate increase in as many years with Marpan, the contracted Material Recovery Facility (MRF) that accepts recyclable materials collected through City and County's curbside collection and drop-off programs. The rate increases are a direct result of China's Operational National Sword policies implemented in January 2018 that ban the import of certain types of scrap materials and/or implement much stricter contamination standards for materials accepted. Because China imported much of the recyclable materials processed in the U.S., there is an over-saturation of domestic recycling markets. Across the country, local governments who had become accustomed to receiving operational cost offsets from their recyclable materials are now paying higher fees to continue their recycling programs.

To assist the City and County to identify their options, SCS assessed operational considerations and costs related to the following single stream recycling processing alternatives and presents the following key findings:

- **Renegotiating the current processing agreement with Marpan.** The market assessment undertaken in this analysis reveals that the current financial arrangement and risk allocation is fair and reasonable and financially advantageous when all other options are considered. However, there are opportunities to renegotiate the agreement to align practice with contractual terms (e.g., treatment of glass and reject threshold) and also address mixed plastics processing. Accordingly, when renegotiating with Marpan, the City and County should keep in mind that Marpan is providing good value when compared to recycling processing costs borne by other Florida jurisdictions.
- **Seeking proposals for the processing of single stream recyclables.** Renegotiating the existing agreements with Marpan is preferred over seeking proposals from other facilities for processing single stream recyclables due to the value of the current relationship. The City and County should reserve the opportunity to issue a RFP, if it cannot come to terms with Marpan.
- **Hauling single stream recyclables to the next nearest processor.** Marpan is the only facility in Leon County that processes single stream recyclables. Other facilities that can process single stream recyclables are located more than 150 miles from the City. Transporting single stream recyclables to processing facilities greater than 150 miles costs at least \$50 per ton in addition to processing fees charged by the selected MRF (higher fees to transport more than 150 miles away). The high transportation costs makes this option infeasible.
- **Using the Leon County Transfer Station to support recycling.** The Leon County Transfer Station uses most of its capacity to aggregate and load transfer trailers of municipal solid waste (MSW). Logistics, staffing, and the need for increasing operating hours make this an impractical alternative to support recycling.
- **Constructing and operating a City-owned or County-owned MRF to process recyclables.** Estimated costs for the City and County to construct and operate their own MRF is estimated to be more costly than continuing to contract with Marpan for processing of recyclables. Further analysis is required to ascertain if City-owned or County-owned property is available, the extent of permitting and development costs, and the types of equipment and extent of manual labor that would be needed.

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- **Sending single stream recyclables for landfill disposal.** Discontinuing management of single-stream recyclables will cost just under \$500K annually in added disposal costs through the Leon County Transfer Station. If the City chooses to discontinue its commercial cardboard and office paper recycling programs, the commercial entities will likely place these materials in the trash which will increase the quantity of waste received at the transfer station by about 4,500 tons annually and add an estimated \$135K in disposal fees to these businesses.

Even though there does not appear to be a more cost effective method to process single stream recycling in the City and County under current conditions, industry experts believe that recycling markets will improve when increased domestic infrastructure and capacity is developed, although this is not expected to occur in the near term.

In addition to the single stream recycling processing alternatives identified above, SCS also evaluated the following actions the City and County can consider to enhance their existing recycling programs to increase recycling rates:

- **Continue Implementing Unified Messaging.** Having consistent messages on what is recyclable, whether in the City or in the County, will help residents and visitors recognize what can be placed in single stream recycling carts. Unified messaging across both the City and County will reach a broader audience and reduce confusion for those who travel between the City and County.
- **Consider Expanding Commercial Cardboard Recycling.** The City collects corrugated cardboard that has been segregated from other recyclables from the commercial sector. Since the separated commercial cardboard has very little contamination and does not need to be cleaned up through the single stream processing operation, Marpan offers a higher rebate for cardboard than for single stream recyclables (about \$59 per ton). As the benefits of commercial cardboard recycling have been demonstrated in the City, it is recommended that the County consider developing a comparable program. Both the City and County could offer to share in program setup costs for businesses that generate significant quantities of cardboard to improve commercial recycling.
- **Consider Implementing Mandatory Commercial Recycling.** The commercial sector in the City and County recycles just 7% of its MSW. Of the 113,000 tons landfilled annually from the commercial sector, approximately 32,000 tons are single stream recyclable materials. Requiring the commercial sector to recycle will result in higher recycling rates for the City and County.
- **Consider Implementing Mandatory Construction and Demolition Debris (C&D) Recycling.** In 2018 approximately 16% of C&D generated in the County was landfilled. This percentage translates to approximately 74,000 tons. This is material that can easily be recycled and infrastructure already exists in the County.
- **Consider Implementing Organic Diversion Programs.** Organics have been an increasing component in MSW for the past several years. Waste reduction and diversion programs are targeting organics due to its high proportion in the waste stream. High diversion goals are difficult to meet without incorporating organic diversion programs such as food rescues (directing edible food to people and then animals) and composting programs.

2.0 CURRENT RECYCLING CONDITIONS

At project initiation, data from 2018 was the most recently compiled information on an annual basis and was used for the analysis. Data from 2019 has since been compiled and appears to be consistent and similar to data from 2018; hence, the analysis using 2018 data appears valid and representative.

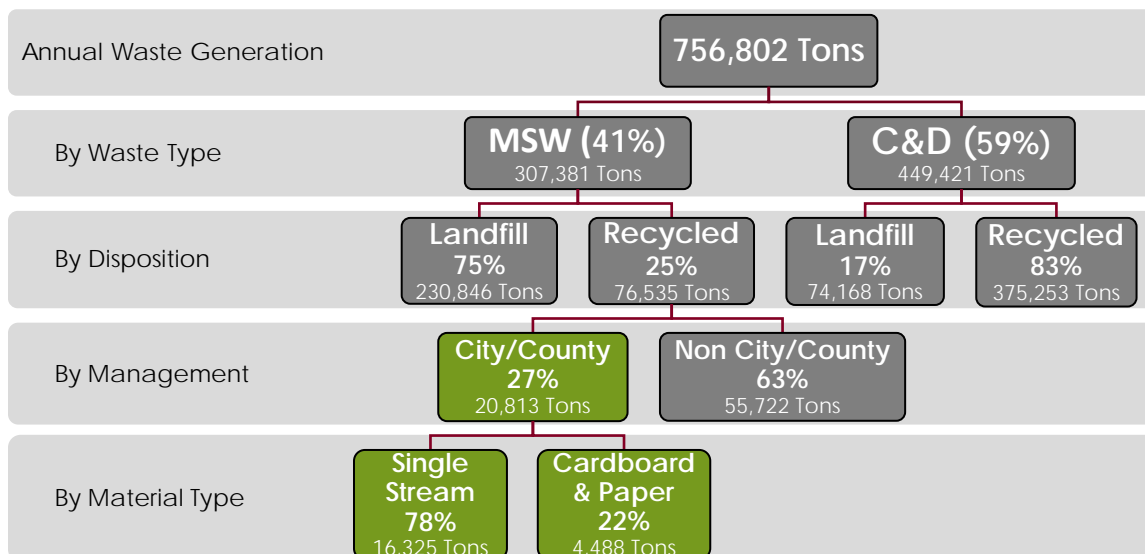
Based on 2018 data, Waste Pro collects about 16,300 tons of single stream recyclables annually in the City and County: about 8,300 tons through a contract with the City and about 8,000 tons through the County's franchise agreement. The City also contracts with Waste Pro for the additional collection of about 4,500 tons of cardboard and mixed paper from the commercial sector. Waste Pro delivers recyclables collected from the City and County to Marpan in Tallahassee for processing and marketing.

Since January 2018, when China's National Sword policies went into effect, recycling processing costs for single stream recyclables collected through City and County management have increased over \$1M annually. The cost increase is mainly due to higher processing costs (from \$79 per ton to \$89 per ton) and lower rebates paid by Marpan, which are a percentage of the value of recyclable materials sold.

2.1 WASTE AND RECYCLING QUANTITIES

In 2018, the City and County generated 756,802 tons of waste materials. Of this quantity, 41% or 307,381 tons is municipal solid waste (MSW); the remaining portion is construction and demolition (C&D) materials, the majority of which is recycled. Of the 307,381 tons of MSW generated in 2018 by the City and County, 76,535 tons or 25% was recycled. It should be noted that the Florida Department of Environmental Protection's (FDEP) recycling rate for Leon County is 60% when including C&D waste. Of the 76,535 tons of MSW that were recycled in 2018, 20,813 tons or 27% was collected through City and County management (the City's contract and the County's franchise agreement with WastePro). **Exhibit 1** illustrates the flow of waste and recyclables generated by the City and County. The green boxes illustrate the recycling quantities that are directly controlled by the City and County, initially through agreements with Waste Pro for collection and secondly through agreements with Marpan for processing and marketing.

Exhibit 1. 2018 Waste Flow in the City and County



2.2 CITY/COUNTY RECYCLING COLLECTION AND PROCESSING

Through the County's franchise agreement and the City's waste collection contract with Waste Pro, recyclable materials collected as a single-stream from residential and commercial sectors are delivered to the Marpan Recycling Facility. Marpan accepts, processes, and markets recyclables and C&D material in addition to single stream recyclables. Marpan is the only facility capable of processing single stream recyclables in the County. Since the City and County have implemented single-stream recycling, there is little value in exploring a returning to a dual-stream approach. Typically, the key consideration is contamination, which as detailed below, is not an issue for the City, County, and their service providers. Considering the cost to revert to a dual-stream approach combined with the contractual complexity and community messaging challenges, this option is not further considered as part of this analysis.

2.2.1 Marpan Recycling Operation

Marpan's single-stream recycling facility is located in a building that is approximately 28,000 sq. ft. that is part of a 2.3-acre property. Recyclable materials are deposited on a tipping floor before being loaded into the processing equipment. Similar to other recycling facilities in the U.S. that process single stream recyclables, Marpan's processing equipment includes various feed belts, discharge belts, sorting belts, hoppers, cross belt magnets, a vibratory finger screen, a 2 inch minus secondary vibratory screen, one eddy current, two ballistic separators, one optical sorter, and one baler. While the equipment is typical for single-stream recycling facilities in the U.S., the configuration of Marpan's processing system has evolved over time and adapted to the mix and condition of recyclable materials received by the facility. The facility operates a single shift Monday through Friday between 6:30 am and 3:00pm and is staffed with one plant manager, one plant supervisor, two baler operators, three loader operators, and 16 sorters. Staffing is sufficient to meet all operational requirements while achieving an enviably low residue rate. In addition, operating a single shift is common in the U.S., and allows for adding a second operational shift if the volume of inbound materials increases, while still maintaining non-operating time for maintenance. While the majority of the processing is mechanical, sorters are there to improve quality while reducing waste to the compactor. The maximum capacity is 75 tons/day or 10 tons

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per hour based on a single shift. A relatively low residue rate of less than 10% is attributed to slow processing speeds and shallow burden depth (i.e., average depth of recyclable materials) on the conveyors. In addition, residue is further processed at the adjacent C&D processing facility to capture, 1 and 2 plastics, and aluminum cans.

Marpan's processing involves the separation of single stream recyclables into marketable commodities and the removal of contaminants (materials that are not marketable and which should not have been placed in single stream recycling carts).

2.2.2 Accommodating Future Growth

Population growth generally correlates to increased waste generation which includes increased quantities of recyclables. Population projections continue to indicate modest population growth over the planning horizon. **Table 1** presents source of the 20,813 tons of recyclables collected by the City and County in 2018 and their projected increases through 2040. The rate of population growth was applied to the 2018 recycling quantities to estimate future quantities.

Table 1. Projected Annual City and County Recycling Tons by Source

Year	County			City				Total
	Single Stream			Single Stream		Commercial		
	Residential Curbside	RWSC ¹	Other ²	Residential Curbside	Commercial	Cardboard	Office Paper	
Baseline								
2018	7,469	347	221	6,680	1,608	4,476	13	20,813
Projected								
2020	8,000	400	200	7,300	1,700	4,900	14	22,500
2025	8,300	400	200	7,700	1,900	5,200	15	23,700
2030	8,500	400	300	8,100	2,000	5,400	15	24,700
2035	8,700	400	300	8,400	2,000	5,600	16	25,400
2040	8,800	400	300	8,700	2,100	5,800	16	26,000

NOTES:

- 1) Rural Waste Service Centers.
- 2) County and other events.

The Marpan Recycling Facility has adequate capacity to accept additional tonnage from the City and County. As stated above, Marpan operates a single shift five days per week and has a maximum capacity of 75 tons/day. Over the last five years, Marpan has processed an average of approximately 55 tons/day. At this throughput, Marpan is able to operate its system relatively slowly and with a shallow burden depth, which allows for more efficient and effective separation of recyclable materials. This in part has led to a relatively low contamination rate. Should the need arise, Marpan may be able to add a second shift to double its throughput to 150 tons/day if allowable under existing permits, zoning, and regulations.

2.3 CITY/COUNTY RECYCLING COSTS

2.3.1 Single Stream Recyclables

Average Market Value

Like most U.S. communities before 2018, the City and County had offset the cost of processing recyclables with a portion of the sale of the processed recyclable materials. Marpan offers the City and County a rebate based on the average market value (AMV) of the processed single stream recyclables. While a few materials have a high market value (e.g., HDPE, Aluminum Cans, and Corrugated Cardboard), these materials represent smaller portions of the recyclables managed by the City and County. **Figure 1** presents the composition and current market value of recyclable materials processed by Marpan for September 2020. While market prices change frequently and vary by month and by geographic location, the AMV has not changed substantially in 2020. Further, industry experts do not expect substantial changes in the short term, but are cautiously optimistic that recycling markets will improve in the long-term.

Figure 1. Composition and Associated Market Value of Single Stream Recyclables

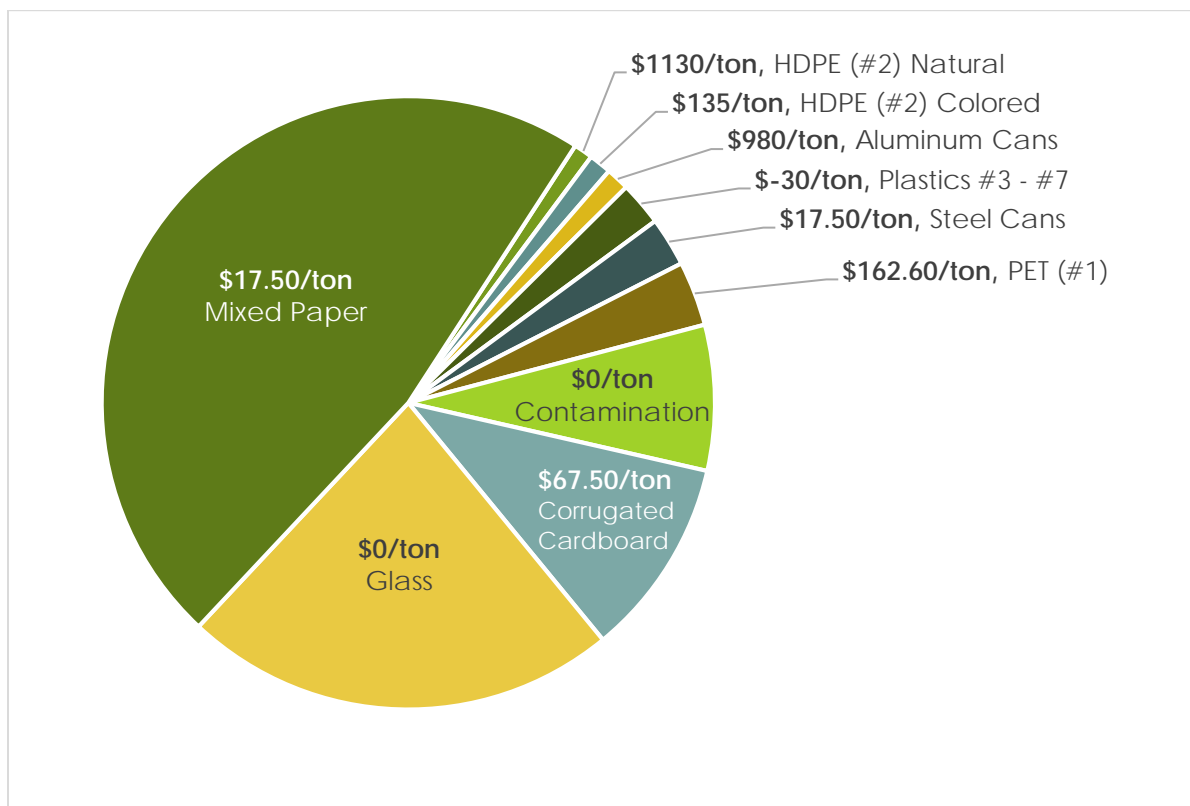


Table 2 presents the calculation of the AMV for single stream recyclables for September 2020. The AMV is a weighted average of each material's market value by the proportion of each material in the single stream recyclables.

Table 2. Average Market Value for Single Stream Recyclables - September 2020

Single Stream Recycling Material	Proportion	Market Value (\$/Ton)
Corrugated Cardboard	10.5%	\$67.50
Mixed Paper	47.2%	\$17.50
Steel Cans	2.6%	\$17.50
Aluminum Cans	1.2%	\$980.00
Plastics #3 - #7	2.3%	-\$30.00
PET (#1)	3.4%	\$162.60
HDPE (#2) Natural	1.0%	\$1,130.00
HDPE (#2) Colored	1.2%	\$135.00
Glass	22.9%	\$0.00
Contamination	7.7%	\$0.00
Adjusted Market Value (\$/Ton)	100.0%	\$45.60

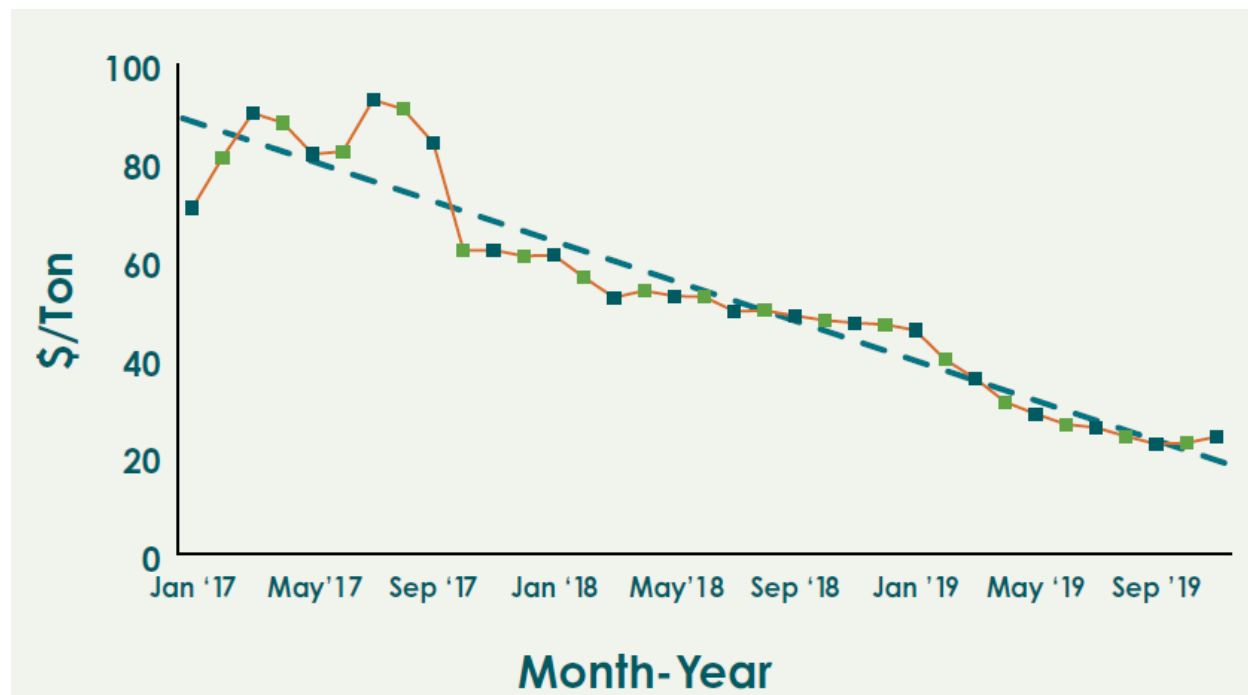
Processing Fee Increases

Since January 2018, when China implemented their Operation National Sword, Marpan has requested contract amendments to adjust its processing fee to meet higher standards for recovered materials and changes in markets. Additionally, without Chinese markets, the oversaturation of recovered material has reduced its market value. Marpan has proposed its third rate increase in as many years which has had a significant impact on the City and County recycling programs.

The pricing structure reflects an element of shared risk of changes in the recycling market commodity value where the fixed processing fee has increased, while the cost sharing based on the AMV has decreased. This is largely attributed to the decrease in material values as evidenced in **Exhibit 2**, which is based on a nationwide MRF survey conducted by The Recycling Partnership.

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Exhibit 2. Blended Material Values (including residues) between 2017 and 2019



In 2017, the average value of single stream recyclables peaked at more than \$90 per ton and declined to less than \$30 per ton in late 2019.

This balancing mechanism as reflected in the processing fee and portion of shared AMV has changed several times in the last six years to largely reflect external market conditions. In 2014, Marpan charged a processing fee of \$50 per ton which was offset by a rebate of 50% of the AMV. In 2016, Marpan charged a processing fee of \$79 per ton which was offset by an increased rebate of 80% of the AMV. In 2019, the processing fee increased to \$80.25 per ton and the rebate decreased to 40% of the AMV. In 2020, the County's current contract allows for an extension for which Marpan has requested the County's processing fee to further increase to \$89 per ton and the rebate to decrease further to just 30% of AMV. The City's contract with Marpan for processing recyclables expires January 2021 and the City does not have a proposed processing fee basis beyond the contract expiration. The analysis assumes that the City will have the same rate increase as proposed to the County.

Table 3 shows the impact of both Marpan's increased processing fees and the decrease in the average market value for single stream recycling materials. Since at least 2014, the decline in market value of recovered materials in addition to increased processing fees have resulted in additional costs for recycling in Leon County and the City of about \$1M (\$771K in 2020 and estimated additional \$213K in 2021).

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Table 3. Effect of Changing Market Conditions and Contract Provisions

Single Stream Cost Item	Marpan Contract Conditions			
	2014	2016	2019	2020
Processing Fee	\$50.00	\$79.00	\$80.25	\$89.00
Average Market Value (AMV) ¹	\$128.00	\$80.00	\$45.00	\$45.60
Rebate (% of AMV)	50%	80%	40%	30%
Unit Cost (\$/Ton) ²	-\$14.00	\$15.00	\$62.25	\$75.32
Change (\$/Ton)	- -	- -	+ \$47.25	+ \$13.07
Annual Cost ³	-\$228,554	\$244,879	\$1,016,249	\$1,229,597
Change	- -	- -	+ \$771K	+ \$213K

¹ AMV for 2014 was based on 3/12/14 agreement with Marpan. AMV for 2016 estimated conservatively at \$80/ton. AMV for 2019 and 2020 estimated from September 2020 AMV calculation.

² Unit Cost = Processing Fee - (AMV * Rebate)

³ Assumes 2018 Annual City/County Collected Single Stream Recycling tonnage of 16,325 tons.

2.3.2 Commercial Cardboard and Office Paper

The City collects commercial office paper and cardboard that are separated from other recyclables. Since these materials do not need to be conveyed through the single stream processing system, Marpan does not charge a processing fee but instead provides a rebate that is 50% of the market value. **Table 4** presents the rebate for commercial corrugated cardboard and office paper collected by the City.

Table 4. Estimated Annual Rebate for Commercial Corrugated Cardboard and Office Paper

Separated Recyclable Material	Market Value (\$/Ton)	% of Market Value	Adjusted Market Value (\$/Ton) *	2018 Tons	Estimated 2018 Rebate **
Corrugated Cardboard	\$67.50	50%	\$33.75	4,476	\$151,049
Office Paper	\$17.50	50%	\$8.75	13	\$110
Total				4,488	\$151,159

* AMV for September 2020

** Based on AMV for September 2020. Actual rebate assessed monthly and vary according to market.

3.0 ALTERNATIVE RECYCLING SCENARIOS

As presented in **Exhibit 1**, 78% of the recyclable materials collected by the City and County are single stream recyclables; the other 22% is commercial cardboard and office paper collected under the City's program. Processing is required to separate single stream recyclables into marketable commodities. Under contract to the City and through franchise agreements with the County, Waste Pro transports recyclables to the Marpan MRF, which is the only MRF in Leon County that processes

single stream recyclables. This section presents costs and considerations associated with alternative scenarios for processing single stream recyclables including:

- Renegotiating the current processing agreement with Marpan;
- Seeking proposals for the processing of single stream recyclables;
- Hauling single stream recyclables to the next nearest processor;
- Using the Leon County Transfer Station to support recycling;
- Constructing and operating a City-owned or County-owned MRF to process recyclables; and
- Sending single stream recyclables for landfill disposal.

3.1 RENEGOTIATING WITH MARPAN

The City and County may be able to renegotiate aspects of their recycling processing agreements with Marpan to reduce processing costs and help limit cost increases in the future.

3.1.1 Comparison of Recycling Costs to Other Florida Local Governments

The primary issue affecting Marpan is the increase in the cost of recycling largely due to the global decrease in the market value of the recyclables. Recognizing the cost of recycling has increased significantly to the City and County in the last few years, it may be helpful to place the costs into context as it relates to global commodity markets and publically available processing fees in 2020 from other Florida jurisdictions, which are presented below in **Table 5**.

Table 5. Publically Reported Recycling Processing Fees

County/City	Processing Fee (\$/ton)	Revenue Share (AMV)	Net Recycling Fee (\$/ton) ¹
North Port, FL	\$102.00	100% to Municipality	\$56.40
Largo, FL	\$105.00	100% to Municipality	\$59.40
Leon County/Tallahassee, FL	\$89.00	30% > \$89.00	\$75.32
Sarasota County, FL	\$125.00	100% to Municipality	\$79.40
St. Johns County	\$106.76	50% to Municipality	\$83.96
Clearwater, FL	\$98.40	20% to Municipality	\$89.28
Venice, FL	\$135.00	100% to Municipality	\$89.40
Coral Springs, FL	\$96.00	55% > \$96; 65% > \$120; 75% > \$140	\$96.00
Charlotte County, FL	\$103.40	None	\$103.40
Lakeland, FL	\$115.00	85% above \$115	\$115.00
¹ assumes an AMV of \$45.60			

For the agreements in **Table 5**, the processing fee represents the cost paid by the municipality per ton of recyclables delivered and processed to the facility. In some cases, like with the agreement with Marpan, the processing fee is offset by the value of the recyclables. That offset is often based on the average market value or AMV.

The processing fee values reflected in **Table 5** are typical for the Florida market. No doubt there will be some variability depending on the contract date, funding sources (e.g., grants supporting capital expenditure), tonnage, etc. It also varies based on the type of agreement between the municipality and service provider. For example, in Osceola and Alachua Counties, the processing fee for recyclables is combined with the cost for collection and disposal. Based on recent procurements,

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and reflective of current market conditions, it is expected that new contracts will range from \$95 - \$120 per ton and may not include revenue sharing to offset the processing fee.

3.1.2 Removing Low-Value Commodities from the Recycling Stream

Due to difficult market conditions since implementation of China's National Sword policies and poor domestic markets, some communities have discontinued certain products from their curbside recycling programs (e.g., glass and mixed plastics #3 through #7) in an effort to improve the financial condition of their recycling programs.

Currently, the proportion of glass and contamination comprise over 30% of single stream recyclables, and both incur fees to transport to a market and/or disposal costs. However, the AMV incorporates a \$0 per ton market value for these materials, which is a benefit to the City and County. MRF contracts usually include a disposal fee in the AMV to cover transportation costs and landfill tipping fees associated with contamination (or rejects as it is defined in the agreements between Marpan and the City and County). However, contractually this assumes that inbound loads of recyclables contain less than 20% rejects by volume as visually inspected. In the event this threshold is breached, the City and County would be responsible for the disposal costs. Further, while there are glass markets, usually the cost to transport heavy glass materials are greater than the market value; hence, the AMV typically has a fee to cover the expense of transporting glass to a market.

As presented in **Table 6** below, the AMV can be as much as \$4.59 lower if Marpan incorporates the costs for glass in the calculation of the AMV. Considered another way, if glass were removed from the recycling program and disposed instead, the annual cost would be approximately \$112K.

Table 6. Effect of Glass Disposal Costs on Average Market Value (AMV)

Single Stream Recycling Material	Proportion	Average Market Value (\$/Ton)	
		September 2020	With Glass Disposal
Corrugated Cardboard	10.5%	\$67.50	\$67.50
Mixed Paper	47.2%	\$17.50	\$17.50
Steel Cans	2.6%	\$17.50	\$17.50
Aluminum Cans	1.2%	\$980.00	\$980.00
Plastics #3 - #7	2.3%	-\$30.00	-\$30.00
PET (#1)	3.4%	\$162.60	\$162.60
HDPE (#2) Natural	1.0%	\$1,130.00	\$1,130.00
HDPE (#2) Colored	1.2%	\$135.00	\$135.00
Glass	22.9%	\$0.00	-\$20.00
Contamination	7.7%	\$0.00	\$0.00
Average Market Value (\$/Ton)	100.0%	\$45.60	\$41.02
<i>Change</i>			-\$4.59

Because the current contract does not include transportation/disposal fees related to glass, there is currently no consequence for continuing to include glass in single stream recycling. City and County residents can continue to enjoy the convenience of recycling glass containers in their curbside programs and the heavy material will count towards waste diversion goals. To maintain these

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benefits and avoid fees related to glass recycling, the City and County may want to address the treatment of glass as part of renegotiating their agreements with Marpan.

Managing glass separately outside the single stream recycling program will incur operational costs for storage and processing (e.g., crushing into mixed aggregate). Equipment and staffing needed to collect glass separately, process, and market or use will likely exceed costs of including glass in single stream recycling; therefore, separate management is not recommended.

Contrary to the situation with glass, plastics #3-#7, which are defined in **Table 7** below, are a relatively lighter and represent a much smaller percentage of inbound recyclable materials.

Table 7. Identification of Plastic Resins

Identification Number	Plastic Resin Type	Typical Uses
1	Polyethylene Terephthalate (PET).	Water, Soda, and Other Food/Beverage Containers
2	High-Density Polyethylene (HDPE)	Milk jugs in translucent form and Detergent Bottles in colored form
3	Polyvinyl Chloride (PVC)	Some Food/Beverage Containers, Pipes, Siding, and Flooring
4	Low-Density Polyethylene (LDPE)	Plastic Bags, Six-Pack Rings, and Tubing
5	Polypropylene (PP)	Some Food/Beverage Containers and Auto Parts
6	Polystyrene (PS)	Some Food/Beverage Containers, Plastic Utensils, Styrofoam, and Cafeteria Trays
7	Other	Some Food/Beverage Containers, Acrylic, Nylon, Polycarbonate and Polylactic Acid (PLA).

While mixed plastics represent a relatively small proportion of the inbound recycling stream, they have limited marketability and Marpan incurs a cost for final disposal at \$30/ton. As mixed plastics represent just 2.3% of curbside single stream recyclables, eliminating mixed plastics from the recycling program has a minor effect on the AMV, specifically an increase to \$47.40 per ton (\$1.79 per ton higher than including mixed plastics) as presented in **Table 8**.

Table 8. Effect of Eliminating Mixed Plastics on Average Market Value (AMV)

Single Stream Recycling Material	Proportion ¹	Market Value (\$/Ton)
Corrugated Cardboard	10.7%	\$67.50
Mixed Paper	48.3%	\$17.50
Steel Cans	2.7%	\$17.50
Aluminum Cans	1.3%	\$980.00
Plastics #3 - #7	NA	NA
PET (#1)	3.5%	\$162.60
HDPE (#2) Natural	1.0%	\$1,130.00
HDPE (#2) Colored	1.2%	\$135.00
Glass	23.5%	\$0.00
Contamination	7.9%	\$0.00
Average Market Value (\$/Ton)	100.0%	\$47.40

¹ Material proportions adjusted to reflect removal of Plastic #3 - #7.

The small increase in AMV from excluding mixed plastics will slightly increase the rebate paid to the City and County but will not have a substantial impact on Marpan's processing operations and therefore is not expected to change their processing fee.

3.1.3 Conclusion

Removing mixed plastics from the single stream recycling program is likely to have only a minor increase on the AMV given the relatively small percentage of the inbound single-stream recycling stream and subsequent rebate paid to the City and County by Marpan and is therefore not recommended at this time. On the other hand, formalizing the lack of fees related to marketing glass and disposing of contamination will help maintain a high AMV which will in turn result in higher rebates paid to the City and County by Marpan. When renegotiating with Marpan, it is important to keep in mind that Marpan is providing good value when compared recycling processing costs borne by other Florida jurisdictions.

3.2 SEEKING ALTERNATE PROPOSALS

Issuing a RFP to secure a new service provider to process recyclable materials is another option available to the City and County. However, as the City and County currently have a local and qualified service provider, it is advisable to first evaluate the quality, cost, and value of the current relationship when deciding whether to renegotiate or recomplete the services. Best practices dictate conducting a thorough assessment of the market for price, level of service and market participants is critical before a decision is made on whether and how to proceed with renegotiations or competitive procurement. **Table 9** presents a comparison of the factors under which the renegotiation and competitive procurement options may be considered, in addition to the advantages and disadvantages of each option.

Table 9. Comparison of the “Renegotiation” Option with the “Competitive Procurement” Option

	Renegotiate	Procure
Factors	<ul style="list-style-type: none"> • Current fees are comparative with the surrounding communities. • Current level of service provided by Marpan is equal to or greater than the City’s/County’s desired level of service. • City/County is generally satisfied with the quality of service. 	<ul style="list-style-type: none"> • Current level of service provided by Marpan is less than the City’s/County’s desired level of service. • Other contractors with strong incentives to gain market share in the area. • Sufficient volume of material allows for economies of scale • Current price is not competitive.
Advantages	<ul style="list-style-type: none"> • City/County does not have to deal with a transition period and associated transition issues. • Allows a quick turnaround. • Saves the expense associated with implementing and managing a procurement or bid. • Depending on the City’s/County’s negotiating leverage, it provides an opportunity for the County to increase the level of service, if desired, or obtain price concessions by using procurement process as leverage. 	<ul style="list-style-type: none"> • Encourages competitive pricing. • Opportunity to change service level/type and obtain better contract terms.
Disadvantages	<ul style="list-style-type: none"> • Limited negotiation leverage. 	<ul style="list-style-type: none"> • Potential legal action from proposers not selected. • Transition issues. • Time to implement procurement/bidding. • Expenses associated with implementing and managing a procurement/bid.

In addition, there are a few points to consider. First is that the tonnage of recyclable materials collected in City and County have remained relatively stable in the last few years, so the greatest challenge is adequate volume to lower the processing costs enough to entice a new service provider to enter the local market. Accordingly, based on market conditions, the likelihood of decreasing the processing costs is low. Second, if the City and County elect to issue a RFP, and they sought the services of a qualified consultant to help prepare the procurement documents, assist with evaluating proposals, as well as provide assistance with implementation, the fees for such services could range between \$25K and \$100K depending on the scope of services.

3.2.1 Conclusion

Through the evaluation summarized in this report, the City and County have assessed the quality, cost, and value of the current relationship, which indicates renegotiating the existing agreements is a

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preferable approach, while reserving the opportunity to issue a RFP if equitable terms cannot be reached with Marpan.

3.3 HAULING TO THE NEXT CLOSEST FACILITY

Marpan is the only facility in Leon County capable of processing single stream recyclables. The feasibility for using an out-of-county MRF to process single stream recyclables generated by the City and County depends on the cost to transport recyclable materials to the selected MRF and the processing fees charged by the selected MRF.

3.3.1 Closest Single Stream MRFs

Recycling facilities that can process single stream recyclables are limited in Florida's panhandle. As shown in **Figure 2**, there are several in-county and nearby material recycling facilities (MRFs); however, there are only two that are capable of processing single stream recyclables which are presented in **Table 10**.

Figure 2. Recycling Processing Facilities

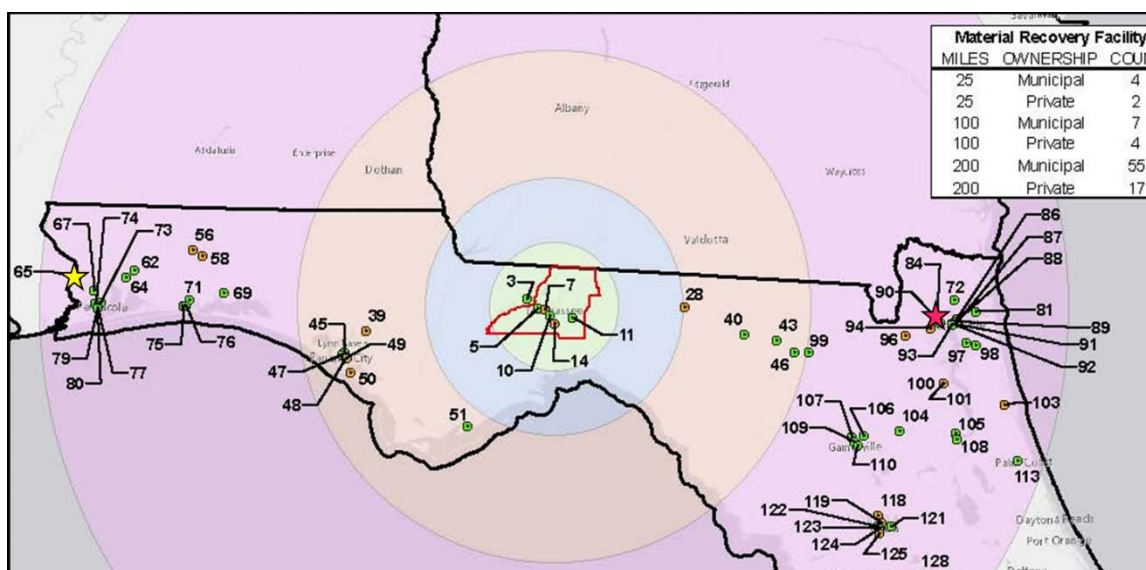


Table 10. MRFs Capable of Processing Single Stream Recyclables

Site Number	Site Symbol	Facility Name	City
65	★	Emerald Coast Utilities Authority	Cantonment
84	★	Republic Services North Florida	Jacksonville

It should be noted there are two additional private single stream MRFs (one in Ocala, FL and one in Columbus, GA), approaching that edge of the 200-mile radius. For the purposes of this analysis, the

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transportation and processing cost estimates are comparable those of the Emerald Coast Utilities Authority and Republic Services North Florida facilities.

3.3.2 Transportation Costs

Two methods of transporting recyclables are assessed: direct haul and aggregation/transfer. Direct haul involves the same vehicles that collect the single stream recyclables curbside also transporting the recyclables to the selected MRF. Aggregation and transfer involves the collection vehicles delivering recyclables to a single location where they are aggregated and loaded into larger vehicles for hauling to the selected out-of-county MRF.



Direct Haul

Collection vehicles have intricate machinery that facilitate curbside collection and compaction of waste and recyclable materials. These vehicles are typically not used to transport materials long distances; however, some communities may opt to do so on a temporary basis or when capital costs for the development of an aggregation facility are prohibitive. The analysis below illustrates costs related to directly hauling recyclables to an out-of-county MRF, whether short-term or long-term, to better understand the cost implications related using a MRF other than Marpan.

The County's franchise agreement does not address changes in the recycling processing facility; however, section 3.4.3 of the City's collection contract indicates that the cost of delivering recyclables to a facility beyond 20 miles of the City's centroid is \$1.50 per ton multiplied by the number of one-way trips. This cost likely includes labor, fuel and added wear and tear on collection vehicles for short-term use of an out-of-county MRF. Long-term use of an out-of-county MRF may increase Waste Pro's collection costs. Even though this cost increase is not specified in the County's franchise agreement, it is used to estimate additional costs related to directing recyclables to an out-of-county MRF.

Table 11 presents estimated annual costs related to the direct haul of recyclables to out-of-county MRFs (i.e., MRF processing costs are excluded). The annual cost is estimated to be between \$2.5M and \$3.2M annually (depending on the selected MRF). Unit costs are between \$120 and \$152 per ton.

Table 11. Estimated Transportation Cost for Direct Haul to Out-of-County MRFs

Site Symbol	Facility Name	City	Miles from City Centroid	Number of 1-Way Trips	Annual Transport Cost	Annual Transport Cost/Ton
	Emerald Coast Utilities Authority	Cantonment	203	11,562	\$3,173,769	\$152.49
	Republic Services North Florida	Jacksonville	163	11,562	\$2,480,049	\$119.16

As expected, the high cost to directly haul recyclables in collection vehicles to an out-of-county MRF makes this option infeasible as a long-term solution.

Aggregation and Transfer

Similar to the management of waste, the aggregation of recyclables at the County's transfer station and use of transfer trailers for hauling to out-of-county MRFs would incur less costs than direct

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hauling. Costs related to the aggregation and transfer of waste to out-of-county Springhill Landfill in Campbellton were estimated to be \$4.06 per mile (based on contract provisions and annual waste quantities, see Technical Memorandum 4 for details). This was used to estimate the cost to aggregate and transfer recyclables to an out-of-county MRF.

Applying \$4.06 per mile to the mileage of the out-of-county MRFs, each transfer trailer of recyclables will cost between \$691 and \$809 to transport (depending on the MRF selected). Assuming that three collection vehicle quantities can be contained in a transfer trailer of recyclables, each transfer trailer of recyclables will contain about 10.8 tons. Dividing the annual City/County managed recyclables of 20,813 tons by an average of 10.8 tons per transfer trailer, it is estimated that 1,927 transfer trailer trips will be required annually. **Table 12** presents annual transportation costs related to aggregating and transfer of recyclables to be between \$1.3M and \$1.6M. This equates to a unit cost of between \$50 and \$59 per ton.

Table 12. Estimated Transportation Cost for Aggregation and Transfer to Out-of-County MRFs

Metric	Emerald Coast Utilities Authority	Republic Services North Florida
Cost per Mile ¹	\$4.06	\$4.06
Miles from Leon Co Transfer Station	199	170
Cost per Load ²	\$808.66	\$690.81
Annual Single Stream Tons Transferred ³	16,325	16,325
Tons Recyclables per Transfer Vehicle Load ⁴	10.8	10.8
Annual Number of Transferred Loads ⁵	1,512	1,512
Annual Transportation Costs ⁶	\$1,222,400	\$1,044,200
Annual Transportation Costs - per ton ⁷	\$58.73	\$50.17

¹ From Table 8 of Technical Memorandum 4

² Cost per Mile multiplied by the number of miles

³ Recycling quantities from both City and County, 2018

⁴ Assumes each transfer trailer holds 10.8 tons of single stream recyclables (about three collection loads, each averaging 3.6 tons)

⁵ Annual tons divided by 10.8 tons per transfer trailer

⁶ Cost per Load multiplied by the Annual Number of Transferred Loads

⁷ Annual Transportation Costs divided by 16,325 tons of single stream recyclables (2018)

3.3.3 Incorporating Processing Fees for Use of Out-of-County MRFs

Table 13 presents the processing fees and rebates offered for single stream recyclables at Marpan and the out-of-county MRFs. Marpan's processing fee of \$89 per ton is higher than ECUA's published processing fee of \$51 per ton, but lower than Republic Services North Florida's processing fee of \$95 to \$115 per ton. Marpan is the only MRF that offers a rebate.

Table 13. MRF Processing Fees and Rebates

Facility Name	City	Miles from City Centroid	Processing Fee (\$/ton)	Rebate (% of AMV)
Marpan	Tallahassee	0	\$89	30%
Emerald Coast Utilities Authority	Cantonment	203	\$51	0%
Republic Services North Florida	Jacksonville	163	\$95 - \$115	0%

Table 14 combines the processing fees and transportation costs to estimate the annual costs for using Marpan and the two out-of-county MRFs to process single-stream recyclables. Annual costs related to Marpan's planned contract adjustments for 2020 are still the least costly for the City and County by at least \$540K per year (this is the difference between annual cost of \$1.25M, which is the current annual cost of using Marpan, and the least costly alternative of \$1.79M, which is the cost of aggregating and transporting recyclables to ECUA).

Table 14. Recycling Transportation and Processing Cost Comparison

Cost Item	Marpan 2020	Emerald Coast Utilities Authority		Republic Services North Florida	
	Direct Haul	Direct Haul	Aggregation & Transfer ¹	Direct Haul	Aggregation & Transfer ¹
Location	Tallahassee	Cantonment		Jacksonville	
Transportation Cost	NA	\$152.49	\$58.73	\$119.16	\$50.17
Processing Cost					
Processing Fee	\$89.00	\$51.00	\$51.00	\$95.00 - \$115.00	\$95.00 - \$115.00
Adjusted Market Value (AMV)	\$45.60	\$45.60	\$45.60	\$45.60	\$45.60
Rebate (% of AMV)	30%	0%	0%	0%	0%
Final Processing Cost	\$75.32	\$51.00	\$51.00	\$95.00 - \$115.00	\$95.00 - \$115.00
Unit Transportation/Processing Cost (\$/Ton)	\$75.32	\$203.49	\$109.73	\$214.16 - \$234.16	\$145.17 - \$165.17
Annual Single Stream Recyclables (tons)	16,325	16,325	16,325	16,325	16,325
Annual Transportation/Processing Cost	\$1.23M	\$3.32M	\$1.79M	\$3.50M - \$3.82M	\$2.370M - \$2.7M

¹ Cost does not include modifications to transfer station nor added staff time

Even with the increased processing cost and reduced rebate, Marpan still provides the best value for managing recyclables from the City and County. Neither of the out-of-county MRFs offer a rebate and the Republic Services North Florida has a much higher processing fee than Marpan. The long-haul transportation costs to Emerald Coast Utilities Authority MRF overshadows its lower processing fees making the cost far more expensive than using Marpan.

3.3.4 Conclusion

Transporting single stream recyclables to MRFs greater than 150 miles costs at least \$50 per ton in addition to processing fees charged by the out-of-county MRF (higher fees to transport more than 150 miles away). Marpan is the only MRF capable of processing single stream recyclables located in

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the County. Other MRFs capable of processing single stream recyclables are more than 150 miles away and therefore transportation costs likely exceed savings that from reduced processing fees and are therefore not recommended for reducing overall recycling costs.

3.4 USE OF THE LEON COUNTY TRANSFER STATION TO SUPPORT RECYCLING

It is important to note that modifications to the Leon County Transfer Station to allow aggregation of single stream recyclables has not been included in the transportation estimates presented in **Table 11**. However, there are physical and operational constraints associated with using the Leon County Transfer Station that aside from the cost infeasibility of using the facility for recyclables, render this option impractical for the following reasons:

Operational Hours – The transfer station is open 13.5 hours per day, Monday through Friday (3:00 am to 4:30 pm) and 3.5 hours on Saturdays (8:00 am to 11:30 am). The current operating schedule and space is used to provide aggregation and transfer services for waste. Using the same space to aggregate and transfer recyclables would require a second operational shift; however, DEP will not allow any transfer station to operate 24 hours per day.

Logistics to Keep Waste Separate from Recyclables - It is estimated that on average about 23 loads of recyclables would be delivered to the transfer station (14 with recyclables collected from the City and 9 from the County). Recyclables are collected during the day at the same time that trash is collected. Keeping the recyclables separated from trash and switching loading operations to focus on recyclables will be difficult and require significant logistical planning, additional labor, and potentially additional space.

3.4.1 Conclusion

The Leon County Transfer Station uses most of its capacity to aggregate and load transfer trailers of MSW. Logistics, manpower, and the need for increasing operating hours make this an impractical alternative to support recycling.

3.5 CONSTRUCTING AND OPERATING A MRF

Instead of using Marpan to process single stream recyclables, the City and County could develop their own processing facility. Capital costs for constructing a single stream processing facility are variable depending on the site, design capacity, and extent of automation and specialized equipment. Based on development of other single stream processing facilities within the past ten years, we estimate that capital costs related to the development of a single-stream MRF are between \$15M and \$25M as reflected below in **Table 15**.

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Table 15. Unit Costs (\$/Ton) Related to Development of Single Stream Processing MRF

Cost Item	Low	to	High
Capital Cost	\$15,000,000	to	\$25,000,000
Annual Costs			
Annual Amortization of Capital Cost ¹	\$1,091,000	to	\$1,818,000
Annual Operating Costs ²	\$600,000	to	\$1,000,000
Subtotal Annual Costs	\$1,691,000	to	\$2,818,000
Unit Cost (\$/Ton) ³	\$81.25	to	\$135.39

¹ Assumes capital costs are amortized over 20 years at an annual interest rate of 4%.

² Estimated at four percent of capital cost

³ Annual amortization of capital costs divided by 20,813 tons (2018)

Capital costs include construction of a building and purchase of processing equipment with minimal land development costs. MRF operating costs include labor, fuel, repairs and maintenance, operating supplies and consumables, safety supplies and training, utilities, and insurance costs. These costs are variable based on changes in volume and composition of single stream recyclables, productivity and efficiency of equipment used, extent of manual labor needed for processing, and repair/maintenance schedules. Annual operating costs are estimated to be 4% of the capital cost.

Challenges related to the development of a recycling processing facility include:

Increased Risk – With any new facility, there is risk associated with its implementation. The risk of such a facility is greater if the County opts to develop a facility sized to accept materials collected from programs that are not their own (such as that collected by the commercial sector) or neighboring communities). Additionally, recycling processors develop a network of potential markets (often considered confidential business information) and a consistently large supply of materials that garner attention from potential markets. The City and County's supply of single stream recyclables is considered modest and may not attract as many markets or as high a value as larger quantities. Usually governments are risk averse and not prepared for the highs and lows of commodity trading.

Increased Cost – Costs to cover amortized capital expenditures and annual operating expenses equate to between \$81 and \$135 per ton, which mostly exceed the Marpan's processing fee.

Market Development – If the County were to construct a recycling facility, additional planning would be required to identify markets for materials.

As an alternative, the City and County may want to explore the possibility of purchasing the Marpan recycling facility. In terms of operations, municipalities typically outsource activities that are beyond their core competencies and/or if the private sector has distinct operational advantages such as with marketing recyclables. While there may be merit in the City and County exploring the possibility of purchasing Marpan's recycling facility, operations would still be best provided by qualified professionals including responsibility for marketing the recyclable commodities. At this point, valuing the facility and operation would be speculative and premature pending an expression of interest by Marpan.

3.5.1 Conclusion

Estimated costs for the City and County to construct and operate their own MRF are greater than continuing to contract with Marpan for processing of recyclables in addition to having increased risk. Further analysis is required to ascertain if City-owned or County-owned property is available, the extent of permitting and development costs, and the types of equipment and extent of manual labor that would be needed. While exploring the option of acquiring the Marpan facility may be an alternative, it is not recommended as a viable option as operations and maintenance would likely still need to be outsourced.

3.6 SENDING RECYCLABLE MATERIALS TO THE LANDFILL

While recycling programs across the U.S. have experienced significant cost increases since 2018, most have not discontinued their curbside recycling program. Of the communities that did discontinue their curbside recycling collection, many have reestablished the program by adjusting collection frequency, limiting the material types collected, and monitoring contamination. Recovered materials are still being sought by Chinese markets even though their government has restricted imports for contamination issues. Chinese companies are investing in shuttered paper mills and other processing facilities so that clean materials can be shipped to China. It takes time for this infrastructure to be developed and the recycling industry is cautiously optimistic that domestic markets will be developed in the near future.

Discontinuing curbside recycling collection programs is usually met with public discontent. The investments in program development and equipment are often lost when a program is terminated, and reestablishment of the program requires another significant investment. Furthermore, discontinuing the recycling program means that the transfer station will need to accommodate the once-recycled materials for transfer to the landfill for disposal. Costs to dispose of recyclables via the Leon County Transfer Station are presented in **Table 16**.

Table 16. Annual Cost for Disposal of Recyclables

Recyclable Material	Annual Tons (2018)		Leon Co Transfer Station Tipping Fee *	Annual Disposal Cost	
	City	County		City	County
Single Stream	8,288	8,037	\$30.00	\$248,640	\$241,110
Commercial Cardboard	4,475	0		\$134,250	\$0
Commercial Office Paper	13	0		\$390	\$0
Total	12,776	8,037		\$383,280	\$241,110
	20,813			\$624,390	

* Tipping Fee as of October 1, 2020

3.6.1 Conclusion

Discontinuing management of single-stream recyclables will cost just under \$500K annually in added disposal costs through the Leon County Transfer Station. If the City chooses to discontinue its commercial cardboard and office paper recycling programs, the commercial entities will likely place these materials in the trash which will increase tons received at the transfer station by about 4,500 tons annually and add about \$135K in disposal fees to these businesses. Under this scenario, the City and County would surely fall short of the State's 75% recycling goal as well as fulfilling their own sustainability goals.

4.0 OTHER PROGRAM ENHANCEMENTS TO INCREASE RECYCLING

State and local legislation and policies guide and influence solid waste management within Leon County. The Florida Legislature enacted House Bill 7135 in 2008, which created Section 403.7032, Florida Statutes. This legislation established a statewide 75% recycling goal to be achieved by 2020. It is critically important to note that the 75% recycling goal is aspirational. As part of this legislation, FDEP prepared a *75% Recycling Goal Report to the Legislature* (Report) in 2010. This report was developed based on input from public and private stakeholders and identified key success factors such as the role of education, target waste stream components and sectors such as C&D, organics, and commercial recyclables, as well as innovative recycling programs such as pay-as-you-throw and single stream recycling. Subsequently, Florida Legislature enacted House Bill 7243 in 2010, which addressed several of the issues discussed in the Report including establishing interim recycling goals, technical assistance, reporting, and a focus on residential and commercial recycling and composting and C&D recycling.

Florida's 75% recycling goal is weight-based, meaning that for every 100 tons of solid waste collected, 75 tons must be recycled (or used as an energy source). However, such an approach treats all waste stream components equally and thus has inherent limitations due to the varied composition of the waste stream as well as challenges in the recycling commodity markets. Also, if a community excels at source reduction, it can result in a lower recycling rate. To address this challenge, many communities are exploring strategies that recognize the differences in the waste stream components. This approach is generally known as sustainable materials management (SMM). The US Environmental Protection Agency defines SMM as "a systemic approach to using and reusing materials more productively over their entire life cycles." As it relates to Florida, the Hinkley Center for Solid and Hazardous Waste Management is sponsoring research that is exploring potential alignment between SMM principles and achieving the 75% recycling goal. The research focus is likely based on the most recent report issued by FDEP entitled [*Florida and the 2020 75% Recycling Goal: 2019 Status Report*](#). This report includes several options that reflect direct input received from waste and recycling business stakeholders, local governments, and non-governmental organizations. Implementing some or all the suggested options requires action by the Legislature, FDEP and other state agencies, as well as local government and many of the stakeholders involved. The options relate to single stream recycling, market development, C&D recycling, organics recycling, commercial recycling and education and outreach. The subsections below are generally aligned with the options summarized by FDEP.

Regardless of state action, without further action by the City and County, it will be difficult to further increase recycling rates. Working collaboratively, the City and County can increase their recycling with programs that coordinate and unify messaging, mandate commercial recycling, and target organics. These are described below.

4.1 UNIFIED MESSAGING

The City and County would realize an increase in recycling rates with more collaboration on waste reduction, waste diversion, and recycling messaging. An additional benefit for the City and County would be to align and use common nomenclature for the recyclable materials collected and unify their messaging. Use of common and consistent graphics would help program recognition. **Table 17** presents how the City and County currently define recycling.

Table 17. Recycling Definitions of the City and County

Leon County	City of Tallahassee
Newspapers	All Paper
Magazines	
Cardboard	
Paperboard	
Residential Waste Paper	
Glass Containers	Glass Food & Beverage Containers
Aluminum and Metal Cans	Aluminum & Tin/Steel Bi-metal Food and Beverage Containers
All Plastic Containers	All Plastic Bottles & Containers

Fortunately, both the City and County have the contractual flexibility to define what materials are included in their respective single-stream programs. Having consistent messages on what is recyclable, whether in the City or in the County, will help residents and visitors recognize what can be placed in single stream recycling carts. Unified messaging across both the City and County will reach a broader audience and reduce confusion for those who travel between the City and County. While this may decrease recycling tonnage delivered to Marpan, it could increase that value of what is recycled as reflected in the AMV, which will lower the processing cost.

4.2 EXPAND COMMERCIAL CARDBOARD RECYCLING

The City collects corrugated cardboard that has been segregated from other recyclables from the commercial sector. Since the separated commercial cardboard has very little contamination and does not need to be cleaned up through the single stream processing operation, Marpan offers a rebate to the City that is 50% of the monthly market value. Marpan retains 50% of the market value to cover costs related to baling and finding markets for the cardboard. In May 2020, the market value of cardboard was \$117 per ton, which resulted in a rebate to the City of \$58.75 per ton. Using the May 2020 market value, it is estimated that the City received about \$263K for the 4,476 tons of commercial cardboard delivered to the Marpan MRF.

Additional outreach and communication to commercial businesses to separate and recycling their cardboard can increase the rebate to the City, which would offset costs related to processing single stream recyclables. The County could encourage business parks and retail areas to also recycle their cardboard. Both the City and County can provide incentives for businesses to separate their cardboard by offering to pay for the container or supplement collection charges. **Table 18** presents increases in the annual quantity of commercial cardboard collected by the City of 10, 20, 30, and 40 percent and the associated revenue (based on September 2020 market value). Increasing the quantity of commercial cardboard by 40%, from 4,476 tons to 6,270 tons annually, can increase revenue by approximately \$61K.

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Table 18. Projected Financial Impact of the City increasing Commercial Cardboard Recycling

Cost Item	Current	Percent Increase in Commercial Cardboard			
		10%	20%	30%	40%
Adjusted Market Value (AMV)	\$33.75	\$33.75	\$33.75	\$33.75	\$33.75
Annual Tons	4,476	4,920	5,370	5,820	6,270
Annual Revenue	\$151,049	\$166,050	\$181,238	\$196,425	\$211,613
<i>Change</i>	- -	+ \$15K	+ \$30.2K	+ \$45.4K	+ \$60.6K

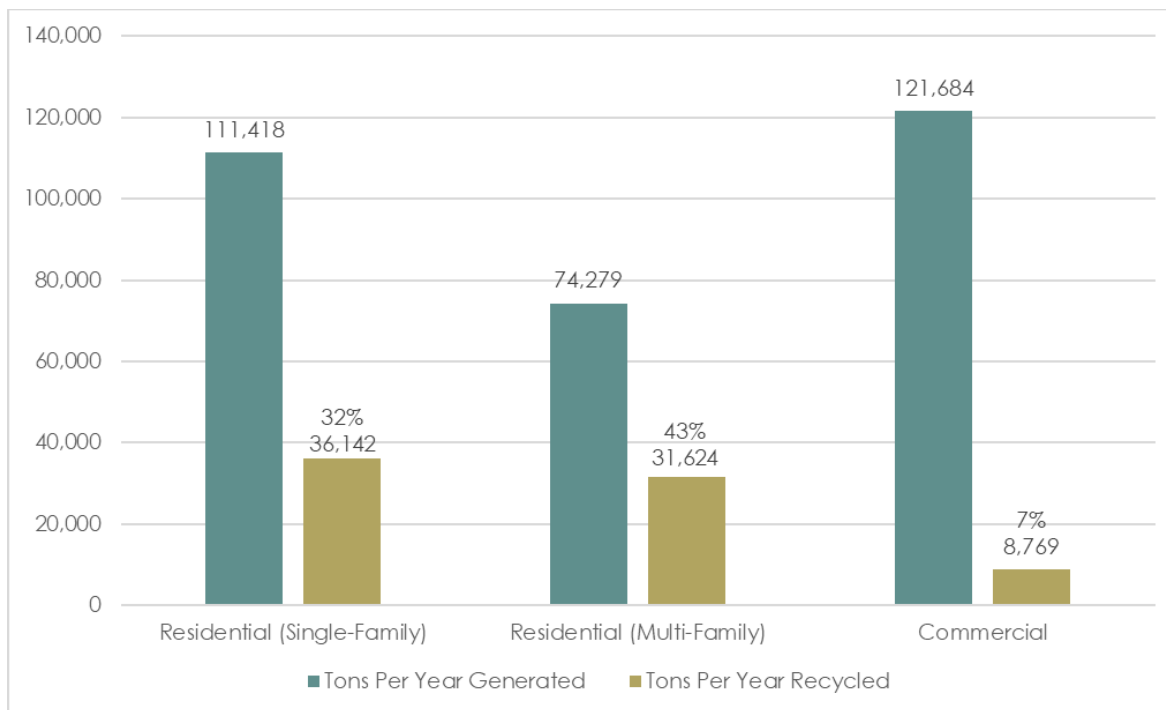
Given the success of the City's commercial cardboard program, it warrants the County exploring the viability of a comparable program. Legal review is suggested to confirm that establishing such a program does not violate the County's franchise agreement for solid waste collection services. Alternatively, the County could consider adding a provision for commercial cardboard collection when negotiating an extension to its collection contract or when it procures a new collection agreement.

4.3 MANDATORY COMMERCIAL RECYCLING

FDEP's recycling rate for Leon County is 60% when including C&D waste; however, the recycling rate for municipal solid waste (excluding C&D) is just 25%. The single-family and multi-family sectors recycle 32% and 43% of their waste streams respectively. **Table 19** and **Exhibit 3** below present the MSW generated and recycled in 2018 by sector.

Table 19. 2018 Annual MSW Tons Generated and Recycled by Sector

Residential (Single-Family)		Residential (Multi-Family)		Commercial	
Generated Tons	Recycled Tons	Generated Tons	Recycled Tons	Generated Tons	Recycled tons
111,418	36,142	74,279	31,624	121,684	8,769

Exhibit 3. 2018 Annual MSW Tons Generated and Recycled MSW by Sector

As shown in Exhibit 3, it is estimated that the commercial sector recycles just 7% of their MSW, which presents an opportunity for targeted recycling outreach. In terms of the opportunity, focusing on the approximately 113,000 tons of commercial solid waste disposed in 2018 and applying the percentages of recoverable materials documented in the County's 2011 Waste Characterization Study, there are approximately 3,000 tons of recyclable materials disposed that theoretically, could have been recovered. **Table 20** presents the breakdown by material type.

Table 20. Estimated Commercial Recyclable Materials Currently Disposed

Composition	Percentage ¹	Annual Tons
Corrugated Paper	7.1%	8,000
Office Paper	3.5%	4,000
Glass	4.6%	5,200
Other Paper	3.5%	4,000
Aluminum Cans	1.0%	1,100
Steel Cans	0.9%	1,000
Plastic Bottles	5.9%	6,700
Other Plastics	0.0%	0
Newspaper	1.5%	1,700
TOTAL		31,700

¹ 2011 Leon County Waste Characterization Report

The implementation of mandatory commercial recycling alone will not improve the financial condition of the County's and City's recycling program. Still, mandatory commercial recycling could bring the further increase the City and County's recycling rate.

4.3.1 Implementation

The mandatory commercial recycling programs in Florida have been implemented by ordinance. Currently, Collier County and Lee County have mandatory commercial recycling ordinances. The City of Orlando passed a similar law in 2019, to be phased in over four years. It should be noted that the project driver in Collier County was extending the life of its landfill and for Lee County to beneficially manage recyclables instead of processing via its waste to energy facility. As the City and County do not have the pressure to extend the life of finite assets, meeting its sustainability goals and the State recycling goal may be seen as the primary drivers.

The general concept behind mandatory commercial recycling is to increase participation, which will result in increased recycling tonnage. In the case of Collier County, a partnership was established with a local Chamber of Commerce to build support for the initiative. Initially a pilot program was established to demonstrate how the project would work and to address any challenges operational and assess any conflicts with codes and permits, such as parking requirements. A key finding from the pilot program was that most businesses, by meeting the requirements of the program, save money through increased recycling. The reason for the savings is because the cost for a cubic yard of recycling capacity was less than the same cubic yard of solid waste disposal capacity.

The initial resources needed to “stand up” the program were greater than at “steady state.” Applying the lessons learned in Collier County and Lee County and scaling it to the City and County, it is estimated that Phase I – Program Implementation would require staffing of 1 full-time equivalent (FTE) and Phases II and III – Enforcement and Sustainment would require staffing of 2-3 FTEs. In general, the activities associated with implementation and maintenance include:

- Business Recycling Assistance;
- Recycling Education;
- Business Outreach;
- Recycling Promotion;
- Drop-Off Recycling;
- Site Visit Coordination; and
- Customer Service.

4.3.2 Benefits

The primary benefits of implementing a mandatory commercial recycling include engaging the business community to further embracing resource stewardship and to continue its support of meeting the States 75% recycling goal. In the case of Collier County, commercial recycling increased nearly 40% between 2006 and 2018. It is also an opportunity for each business to gain recognition within the community for its participation.

4.3.3 Barriers to Implementation

The primary barrier to implementation is cost to implement and maintain. Given that the AMV over the past few years has been less than the processing cost, implementing such a program would enhance progress towards the City’s and County’s sustainability goals, it would still result in a net cost. However, as evidenced in Collier County, providing businesses with choice in terms of selecting one recyclable material to achieve compliance, and resolving land development code conflicts (e.g., parking), municipal and business community goals can be aligned and an otherwise challenging initiative can be successfully implemented.

4.3.4 Feasibility and Viability

As evidenced by Collier County, Lee County, and the City of Orlando, the implementation of a mandatory commercial recycling ordinance is feasible, especially with the opportunity to focus on increasing recycling of higher-value materials (e.g., aluminum, corrugated cardboard, and HDPE). To assess the viable requires a more in depth analysis to evaluate the benefits and costs.

4.4 MANDATORY CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

In 2018 approximately 16% of C&D generated in the County was landfilled. This percentage translates to approximately 74,000 tons. This is material that can easily be recycled and infrastructure already exists in the County. One mechanism to compel the capture and recycling of C&D is a mandatory ordinance. This approach was approved in Lee County in 2007 and became effective on June 1, 2008. While implementing a mandatory ordinance, the County does not control the market nor pricing to the C&D generator. In addition, the ordinance only requires recycling of 50% of C&D generated by a subject project and exempts certain smaller projects. Through this ordinance, a management plan is required and a fee is assessed depending on the nature of the project. Based on the 2018 FDEP Recycling Reports, Lee County achieved an 80% recycling rate for C&D, which when compared to their C&D recycling rate of 39% in 2006 is a significant improvement. Notably, Leon County, in the absence of a mandatory C&D recycling ordinance achieved an 84% recycling rate for C&D in 2018. Still, further analysis is warranted to assess the impacts and benefits to generators and processors.

4.5 ORGANIC DIVERSION PROGRAMS

While organics are not part of the single stream recycling program, given the large amount of organic waste disposed from the residential and commercial sectors, there is a high potential for landfill diversion. If such diversion were implemented, it could reduce disposal costs, enhance the County's total recycling rate, and bring it closer to meeting the State's 75% recycling goal. In addition, an organic diversion program would help meet specific County sustainability goals and reduce wasting a resource, and reduce the greenhouse gases associated with transportation and landfill disposal. Landfill gas is comprised of roughly 50% methane (CH₄) and 50% carbon dioxide (CO₂). Methane is generated from the anaerobic (lack of oxygen) decomposition of waste materials. Different greenhouse gases have more heat holding capability in the atmosphere: methane can hold 25 times more heat than carbon dioxide.

Organics decompose aerobically (with oxygen) through a composting process and hence produce mostly carbon dioxide. Therefore, the scarce amount of methane generated through composting instead of landfilling has a significant impact on the generation of greenhouse gases.

The main solid waste goal in the Tallahassee-Leon County 2030 Comprehensive Plan states that solid waste principles should be implemented in the following order: Prevention, Reduction, Re-Use, Recycling, and Disposal. Similarly, the Institute for Local Self Reliance (ILSR) developed a hierarchy that highlights the importance of source reduction, food rescue, and locally-based composting solutions as a first priority over large-scale regional solutions. The ILSR Hierarchy is presented in **Exhibit 4**. Composting can be small scale and large scale, and everything in between, but too often home composting, on-site composting, community-scale composting, and on-farm composting are overlooked. Anaerobic digestion systems come in different sizes as well. The ILSR Hierarchy addresses issues of scale and community benefits when considering what strategies and infrastructure to pursue for food waste reduction and recovery.

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Exhibit 4. ILSR Hierarchy to Reduce Waste & Grow Community



The organic fraction of the waste stream represents a significant opportunity to increase waste diversion in both the City and County. Between 70,000 and 80,000 tons of organics are landfilled each year, which translates to an estimated \$2.1M to \$2.4M in disposal costs. While if beneficially used, it would result in a revenue reduction in transfer and disposal fees, there could also be an offset from beneficial use revenue.

Annual quantities of landfilled organics include:

36,000 to 41,000 tons of food scraps,

27,100 tons of compostable paper (includes low grade paper such as napkins, tissues, and paper towels), and

8,300 to 11,500 tons of yard trash (leaves, grass, and brush).

4.5.1 Edible Food Rescue

The City and County are served by Second Harvest of the Big Bend Food Bank which partners with retail grocers to “rescue” food directly from store shelves, preventing thousands of pounds of food from going to waste each year. Second Harvest is a member of Feeding America, the national food bank network.

Second Harvest of the Big Bend food bank works with a network of 135 partner agencies across 11 counties in the Big Bend to distribute enough healthy and nutritious food each month for 786,127 meals. The food industry is the backbone of food banking. Many local and national companies donate food to the Second Harvest, including:

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- Distributors
- Farmers
- Food Brokers
- Manufacturers
- Foodservice Operations
- Retailers
- Wholesalers

To help promote this as a successful initiative, it is recommended that the City and County provide technical assistance to local businesses to help reduce the volume of surplus food generated and direct edible food to a food rescue program offered by Second Harvest. Site assessments can identify and estimate the types and quantities of surplus food that could be directed to people, animals, or livestock, along with an infrastructure necessary to redistribute the food.

4.5.2 Organics Composting Programs

Inedible food that cannot be rescued can instead be diverted to a composting program. Instead of developing a central composting facility, the City and County could consider establishing a network of smaller composting sites, often referred to a decentralized composting network. Decentralized composting networks can reduce the carbon footprint of collection and transportation and can be customized to localized situations without requiring large capital investment in equipment. The City of Austin, Texas has recognized the value of a decentralized composting network and as a result, the City has adopted a highest and best use philosophy for city collection programs of residential food scraps to guide its planning and has initiated programs expanding its home composting incentive program to encourage the development of home and onsite composting and establishing composting trainings at community gardens and implementing a junior composter and master composter training program.

5.0 OTHER CONSIDERATIONS

Florida House Bill 73 was filed in August 20, 2019 and approved by the Governor in June 18, 2020. The bill specifies requirements for contracts between residential recycling collectors or materials processing facilities (MRFs) and counties or municipalities for collecting, transporting, and processing residential recycling material & contaminated recyclable material. Specifically, each contract between a residential recycling collector and a county or municipality must specify the following for dealing with contaminated recyclable material: 1) respective strategies to reduce the amount of collected contaminated recyclable material, 2) procedures for identifying, documenting, and managing the material, 3) remedies for carts or containers with contaminated material, 4) education and enforcement measures to reduce contamination, 5) a definition of the term “contaminated recyclable material”. After the contract is executed, MRFs are not required to process contaminated recyclable material except pursuant to the contract terms. While this does not yet affect the City and County, it will apply to any new or renewed collection or recycling processing agreements after October 1, 2020. Accordingly, it is critically important that it be considered in the context of its future decisions regarding both recyclable materials processing as well as its future collection programs. It should be noted that the City and County already have provisions in their agreements with Marpan that address contaminated recyclable materials and associated remedies.

6.0 CONCLUSIONS AND RECOMMENDATIONS

The recycling program in the City and County is an efficient operation that relies on contracts with private haulers and recyclers operating in the County. Unfortunately, the recycling program has experienced significant cost increases during the past several years resulting from the globally depressed market for recyclable materials. In the past two years, the City and County together have experienced an annual increase of about \$1M to process single stream recyclables, from about \$250K to about \$1.25M annually.

Recognizing there are various factors impacting the recycling program, this analysis evaluated a range of alternatives and arrived at the following recommended approach to maximize the viability of the City and County's recycling program, which is as follows:

- **Renegotiate the Marpan Agreements.** Notwithstanding the dramatic increase in costs since 2014, based on the analysis contained herein as well as prior memoranda, the City and County have an effective contractual arrangement with Marpan that shares market risk (i.e., AMV). The market assessment undertaken in this analysis reveals that the current financial arrangement and risk allocation is fair and reasonable and financially advantageous when all other options are considered. However, there are opportunities to renegotiate the agreement to align practice with contractual terms (e.g., treatment of glass and reject threshold) and also address mixed plastics processing.

In addition to the recommendation to renegotiate the Marpan agreements, the following are additional recommendations to increase recycling in alignment with the State's 75% recycling goal and the Waste Reduction Element in the County's Integrated Sustainability Action Plan and also in the City's sustainability plan:

- **Consider Expanding Commercial Cardboard Recycling.** Annual revenue from collecting about 4,478 tons of commercial cardboard is about \$26K. Additional outreach and communication to City businesses to increase cardboard recycling by 40%, to about 6,270 tons annually can increase revenue by about \$105K annually. As the benefits of commercial cardboard recycling have been demonstrated in the City, it is recommended that the County develop a comparable program.
- **Continue Implementing Unified Recycling Messaging.** The City and County, along with Marpan should work on consistent and unified messaging that educates its residents on the recycling program. As residents travel frequently between the City and County, unified messaging helps reinforce consistent recycling behaviors and promotes recycling participation. It is recommended the City, County, and Marpan continue their efforts to develop and deploy unified recycling messaging.
- **Consider Implementing Mandatory Commercial Recycling.** Mandatory commercial recycling has been shown to increase commercial recycling participation and quantities. For the benefits to be realized, the City and County would need to provide technical assistance to businesses who wish to start a recycling program, in addition to addressing businesses that do not comply with recycling requirements. A correlation in reduced waste will decrease revenue from tipping fees, but will also reduce transportation costs related to hauling material from the Leon County Transfer Station to the Springhill Landfill. It is recommended the City and County further evaluate the feasibility of mandatory commercial recycling.

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- **Consider Implementing Mandatory Construction and Demolition Debris Recycling.** Similar to mandatory commercial recycling, one can reasonably expect an increase in C&D recycling if it were mandated. Further, it can be assumed that success would require the City and County to provide technical assistance to the affected parties. However, the City and County could follow the model developed in Lee County and incorporate the lessons learned to maximize the benefits to their recycling rate and any associated reduction in transportation costs related to hauling material from the Leon County Transfer Station to the Springhill Landfill. It is recommended the City and County further evaluate the feasibility of mandatory C&D recycling.
- **Consider Implementing Organics Diversion Programs.** Without targeting organic materials in waste destined for landfill disposal, the City and County will have difficulty meeting the state's 75% recycling goal. It is recommended the City and County further evaluate the feasibility of organic diversion programs via food diversion and composting programs.

7.0 CLOSING

We have enjoyed working with the City and County on this project to address options to improve the recycling programs. Please do not hesitate to contact the undersigned for further discussion.

Sincerely,



Stacey T. Demers
Project Director
SCS Engineers



Daniel Dietch
Project Director
SCS Engineers

STD/DD/abm

Attachments

- 1: Task 2 Memorandum - Assessment of Current Conditions
- 2: Task 3 Memorandum – Recycling Needs Analysis
- 3: Task 4 Memorandum – Assessment of Recycling Options

Attachment 1
Task 2 Memorandum - Assessment of Current Conditions



The County uses contract services for collections, recycling, transport, and disposal for all residential solid waste and recycling within its jurisdiction. All residential collection services are performed under an exclusive franchise with Waste Pro of Florida, Inc. (Waste Pro). In addition, commercial solid waste (e.g., businesses and multifamily complexes) is also collected under the franchise agreement. The County does not regulate commercial recycling. The County owns and maintains a household hazardous waste collection facility, a landfill that is in the process of closure, and operates a yard waste mulching system on County property. The County also owns and operates a transfer station for municipal solid waste (MSW) materials and contracts for the hauling and disposal of MSW at the Springhill Landfill in Jackson County, Florida.

The County has some unique qualities including that it has only a single incorporated city, which is also the State Capital, which results in a seasonal influx of visitors. In addition, the County is home to several universities that result in a significant transient population that presents specific challenges related to recycling education, outreach, and compliance. The County and the City also share a single service provider for residential waste and recycling as well as the same recycling processor.

Florida House Bill 7135, which created Section 403.7032, Florida Statutes, established a state recycling goal of 75% to be achieved by the year 2020. While this goal is aspirational, it serves as the catalyst for resource stewardship in Leon County (County) and the City of Tallahassee (City). This is evidenced by the inclusion of a Waste Reduction Element in the County's Integrated Sustainability Action Plan and also in the City's sustainability plan. While there are potential contractual and operational actions the County and City can take to increase their recycling rates, which will be addressed in subsequent memoranda, global conditions affecting recycling markets will likely continue to persist until domestic capacity is developed.

1 BACKGROUND

TO: Andrew Johnson, MPA/MSP, Leon County
Robert Wigen, City of Tallahassee

FROM: Katherine Hinojosa, SCS Engineers
Daniel Dietch, SCS Engineers

SUBJECT: Recycling Options Analysis
Task 2 – Assessment of Current Conditions

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The County and the City currently contract under separate agreements with Marpan Recycling Facility (Marpan), a privately-owned and operated material recovery facility (MRF), which accepts both the County's and the City's single-stream recycling from residents and businesses that includes old corrugated cardboard (OCC) from commercial establishments. Marpan has indicated it is currently operating at a loss to process residential recyclables. It has agreed to continue operating under an interim agreement to allow the County and the City to explore options for the future of their recycling programs.

The City provides bulky/yard waste collection for all residential customers, dumpster garbage and recycle services for commercial establishments. The City's current 7 year contract with Waste Pro provides residential curbside collection of solid waste collection in a 96 gallon container and recycling in a 64-gallon container and garbage service for commercial businesses that generates a small amount of waste in a 96 gallon container.

Purpose

The purpose of this project is to examine and provide a range of options for the management of recyclable materials collected by the County and City in the future. This project is to also develop long-term policy strategies and recommendations to continue a financially viable recycling program given the current and projected volatility in domestic and global recycling materials markets. The evaluation will include an assessment of current and projected market conditions and identification of a range of policy options to continue a recycling program for consideration by the Board of County Commissioners and the City Commission. It will document the current and future recycling needs of the County and City and identify opportunities to improve upon its current operations, including but not limited to potential changes to facilities, infrastructure, programs, and/or partnerships. Additionally, the evaluation will reflect their goals related to waste reduction; account for anticipated regulatory changes; and take into consideration anticipated technological, innovative, or market advancements that may influence the field of solid waste management and recycling.

Memorandum Overview

This memorandum presents an overview of current solid waste management activities in the County and City in terms of solid waste operations; generation, disposal, and recycling quantities; and available facilities within the City, County, and region. While the recyclable materials directly controlled by the County and City are the focus of this project, this memorandum also summarizes publicly available MSW generation data obtained from the Florida Department of Environmental Protection (FDEP) 2018 Solid Waste Management Annual Report and the City's internal tracking data. This data reflects all MSW managed within the County whether the County or City have direct control over its collection and disposition. For example, there are several large institutions that manage solid waste and recyclables outside of the County's and City's control, including Florida State University (FSU), Florida A&M University, Tallahassee Community College, as well as citizens who self-haul directly to Marpan.

2 CURRENT OPERATIONS AND MANAGEMENT

Collection Services

Leon County

Residential MSW generated in the County is collected by Waste Pro via an exclusive collection franchise agreement that commenced on October 1, 2013. The initial agreement term was for a seven-year period, ending on September 30, 2020. The agreement was amended on February 4, 2020 with a three-year renewal period from October 1, 2020 to September 30, 2023; agreed with the same prices, terms, and conditions for residential MSW. Waste Pro provides all single-family residents with a black 96-gallon cart for solid waste and a green 64-gallon cart for recycling. Smaller 64-gallon carts for solid waste are available upon request. Waste Pro's collection service pickup frequencies are presented below in **Table 1** and facility locations are presented below in **Table 2**.

Table 1. County Residential Curbside Collection Frequency by Waste Type

Waste Type	Collection Frequency
Solid Waste	Once per week
Yard Waste	Once per week on regularly scheduled solid waste day
Recyclables	Once per week on regularly scheduled solid waste day
Bulky Waste	By request

Table 2. County-Designated Waste Acceptance Facilities

Waste Type	Facility Name	Facility Address
Solid Waste	Leon County Transfer Station	4900 Gum Road Tallahassee, FL, 32304
Yard Waste	Leon County Solid Waste Management Facility	7550 Apalachee Parkway Tallahassee, FL 32311
Recyclables	Marpan Recycling Facility	6020 Woodville Highway Tallahassee, FL 32305
Bulky Waste		

City of Tallahassee

Waste Pro provides MSW collection services in the City for residential, multi-family, and commercial customers with 96 gallon roll carts for garbage services and the 64 gallons recycling container through an exclusive collection franchise agreement. The contract commenced on October 1, 2019 with an initial term of seven years. Waste Pro provides all residential customers and commercial customers using barrels with a black 96-gallon cart for solid waste and residential customers with a green 64-gallon cart for recycling. The City provides commercial customers using barrels to recycle with green 96 gallon carts. The City also provides an 8 yard OCC recycling dumpster and a 20 yard single stream dumpster at its location on 2727 Municipal Way office complex.

The City's typical collection service pickup frequencies are presented in **Table 3**.

Table 3. City Collection Frequency by Waste Type

Waste Type	Collection Frequency
Solid Waste	Once a week
Yard Waste	Every other week
Recyclables	Once a week (same day as solid waste)
Construction Debris	By request
Electronics	By request, every Thursday
Bulky Waste	Every other week (same day as yard waste)

Solid waste is delivered to the County's transfer station and recyclables are delivered to Marpan.

Community Collection Events

Cash For Trash Program – This event allows all residential citizens with or without a City utility account to bring household trash items that are too large to fit into their 96-gallon solid waste containers (including HHW, tires, and bulky waste) to the City's Solid Waste Services Facility for proper disposal. Customers with an active solid waste account with the City receives a \$5 credit towards their utility bill.

Household Hazardous Waste and Electronics Collection Events - Leon County hosts the events the first Saturday of the month between September and May at the Public Works Operations Center.

The facility name, address and hours of operation for the community collection events are presented below in **Table 4**.

Table 4. Community Collection Event Locations

Facility Name	Address	Hours of Operation
Solid Waste Services Facility	2727 Municipal Way, Tallahassee, FL 32304	Third Saturday of April and October (8:00am-2:00pm)
Public Works Operations Center	2280 Miccosukee Road Tallahassee, FL 32308	First Saturday between September and May (9:00am – 1:00pm)

Transportation and Disposal Services

The County contracts with Waste Management of Leon County, Inc. (WM) to haul and dispose of the County's acceptable Class I solid waste to a designated disposal facility (WM's Springhill Landfill) presented in **Table 5**.

Table 5. Designated Solid Waste Disposal Facility

Facility Name	Address
Waste Management Springhill Landfill	4945 FL-273, Campbellton, FL 32426

The initial contract had a five-year term starting November 19, 1998, which has been amended three times. The termination date of the current agreement is September 30, 2023 with renewal periods of 10 years for disposal and five years for transportation and hauling.

Facilities

Rural Waste Service Centers

The County operates four Rural Waste Service Centers (RWSCs), which are designated facilities for residents living in unincorporated Leon County to dispose of household solid waste, recyclables, yard waste, bulky household items, tires, and limited household hazardous waste (HHW) including paints, used oils, car batteries, and fluorescent bulbs. In 2019, Leon County eliminated user fees for the RWSCs, funding this program entirely through general revenue. Accordingly, the RWSCs presented below in **Table 6** are available to unincorporated residents at no charge and are mostly used by households who do not subscribe for curbside collection services from the County's franchise hauler, Waste Pro.

Table 6. Rural Waste Service Centers Managed the County

Name	Address	Hours of Operation
Leon County Solid Waste Management Facility	7550 Apalachee Parkway Tallahassee, FL 32311	Monday - Saturday 8:00am - 5:00pm
Woodville	549 Henry Jones Road, Tallahassee, FL 32305	Friday 9:00am - 6:00pm Saturday & Sunday 9:00am - 5:00pm
Ft. Braden	2485 East Joe Thomas Road, Tallahassee, FL 32310	
Miccosukee	13051 Miccosukee Road, Tallahassee, FL 32309	

The County contracts with Waste Pro to transport compacted waste materials from the RWSCs to the Leon County Transfer Station and self-hauls bulky items and recyclables using County staff.

Leon County Solid Waste Management Facility

The Leon County Solid Waste Management Facility has multiple functions. One operation of the facility is the Class III landfill, which is currently undergoing a formal closure process. Other operations of the facility include yard waste management, a HHW center and a Rural Waste Service Center (RWSC). As an RWSC, the facility accepts tires, clean yard waste, wood debris, electronics, recycling, and household solid waste. All County yard waste is taken to this facility to be mulched. A portion of the mulch is used on County properties and offered back to residents free of charge. The majority of the mulch is taken to Enviva in Cottdale to be used as boiler fuel and the remaining portion is sent to Telogia to be used as boiler fuel and/or disposed of at non-recycling facilities.

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Leon County HHW Center - The Leon County HHW Center accepts HHW and universal waste from County and City residents free of charge. The facility is currently located at the Solid Waste Management facility with plans to relocate to a more centralized location (Public Works Center). Many of the items collected through the center are reusable and available to County and City residents free of charge through their Renew Center (reuse shop). The center also recycles used paint in 5-gallon pails for residents to pick up free of charge.

In fiscal year 2018-2019, the center processed 461 tons of potentially hazardous material from 17,655 residents, of which 250 tons (53%) were recycled or reused. Items stored in excess are donated to the Big Bend Habitat for Humanity Restore. The current community HHW drop-off events take place at the Public Works Operation Center and occur on the first Saturday of every month between September and May. Residents can drop off up to 100 pounds of waste per vehicle at the facility. Loads over 100 pounds are directed to the Leon County HHW Center. **Table 7** presents the facility locations and hours of operations.

Table 7. Household Hazardous Waste Collection Centers

Center	Address	Hours of Operation
Leon County HHW Center	7550 Apalachee Parkway, Tallahassee, FL 32311	Monday - Saturday 8:00am – 5:00pm)
Community HHW Event Public Works Operation Center	2880 Miccosukee Road, Tallahassee, FL 32308	September to May First Saturday of the month 9:00am – 1:00pm

Leon County Landfill – The Leon County landfill previously operated as one function of the Leon County Solid Waste Management Facility and is currently undergoing a formal closure process. The Class III site is closed to the public.

Leon County Transfer Station

The County-owned transfer station is used by commercial and governmental haulers, the City, and FSU. Solid waste collection vehicles deliver household waste from residents and businesses within the County and is emptied onto the tipping floor. The County inspects incoming MSW for unacceptable material including prohibited items, hazardous, or tires and once screened, the MSW is loaded into tractor trailers operated by Waste Management, Inc. and transported approximately 85 miles to the Springhill Regional Landfill in Jackson County, which is also operated by Waste Management, Inc.

The transfer station is operated by County staff. The facility is situated on 20 acres of land with three other buildings including a scale house, an office building, and a maintenance building. The transfer station is fully enclosed with a height of 40 feet and a total enclosed area of 26,700 square feet. The facility is used exclusively for solid waste transfer and site constraints limit opportunities to expand the building. The facility is open from 3:00am - 4:30pm, Monday through Friday, and from 8:00am - 11:30am on Saturdays and averages approximately 200 garbage trucks unloading and 40 tractor-trailers loading each day. The peak times are 3:00am - 4:00am, 10:00am - noon, and from 3:00pm - 4:30pm. Options to accept recyclable materials for consolidation and hauling will be explored in subsequent memoranda.

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Marpan Recycling Facility

The City collects recyclables from commercial establishments, including OCC and through the County and City's separate contracts with Waste Pro, recyclable materials are collected from residential customers. In Leon County, County staff collect recyclables from Leon County schools and delivers to Marpan. Waste Pro collects OCC from commercial sectors. All recyclables are delivered to the Marpan Recycling Facility. Marpan accepts, processes, and markets recyclables and C&D material. The County's and City's contracts with Marpan for C&D recycling are separate from the contracts for single stream recycling. In addition, Marpan receives and processes recyclables from Wakulla County, Gadsden County, and Tifton, GA.

Marpan's recycling facility is located in a building that is approximately 28,000 that is part of a 2.3 acre property. Recyclable materials are deposited on a tipping floor before being loaded into the processing equipment. Sorting on the tipping floor is limited to large objects such as boxes, recycling containers, and auto body parts. Marpan's processing equipment includes various feed belts, discharge belts, sorting belts, hoppers, cross belt magnets, a vibratory finger screen, a 2 inch minus secondary vibratory screen, one eddy current, two ballistic separators, one optical sorter, and one baler. The facility operates a single shift Monday through Friday between 6:30 am and 3:00pm and is staffed with one plant manager, one plant supervisor, two baler operators, three loader operators, and 16 sorters. While the majority of the processing is mechanical, sorters are there to improve quality while reducing waste to the compactor. The maximum capacity is 75 tons/day or 10 tons per hour based on a single shift. A relatively low residue rate is attributed to a slow processing speeds and shallow burden depth on the conveyors. In addition, residue is further processed at the adjacent C&D processing facility to capture, 1 and 2 plastics, and aluminum cans.

Marpan has developed a network of end markets primarily in the southeastern United States as reflected below in **Table 8**.

Table 8. Marpan Commodity End Markets

Commodity	End Market
OCC & Mixed Paper	Mobile, AL, Jacksonville, FL, Prattville, AL, and Austell, GA
PET (#1)	Rome, GA
HDPE (#2)	Troy, AL
Glass	College Park, GA
UBC	Russellville, KY and Morgantown, KY
Steel Cans	Chicago, IL

The original contract between Marpan and the County, dated March 12, 2014, had the same terms and conditions set forth in the City Contract (between Marpan and the City) in order to secure the lowest tipping fee for recyclable materials. Under these contracts, Marpan has the right to reject loads containing 15 percent or more rejects by volume. In such cases, the County or City has the responsibility of disposing the rejected material. The agreement also states that Marpan will cooperate with the County and City in the development and implementation of outreach programs intended to increase residential and commercial recycling participation. The original contract was amended in 2018 and again in 2019 for adjusted fees based on the changes in recycling markets and Marpan operating at a loss to process recyclable materials."

3 WASTE QUANTITIES

The County, inclusive of the City, prepares and submits an annual solid waste management report to FDEP. The most recent report submitted reflects MSW disposition for 2018. In 2018, the County collected 756,802 tons of MSW. **Table 9** presents the disposition of MSW generated in the County and **Figure 1** graphically presents the data. In 2018, 40% of MSW was landfilled and 60% was recycled. The recycling value (i.e., 60%) is known as a traditional recycling rate. However, since Leon County directs waste for use as process fuel, FDEP provides a recycling credit of 2%, which results in a 62% adjusted recycling rate.

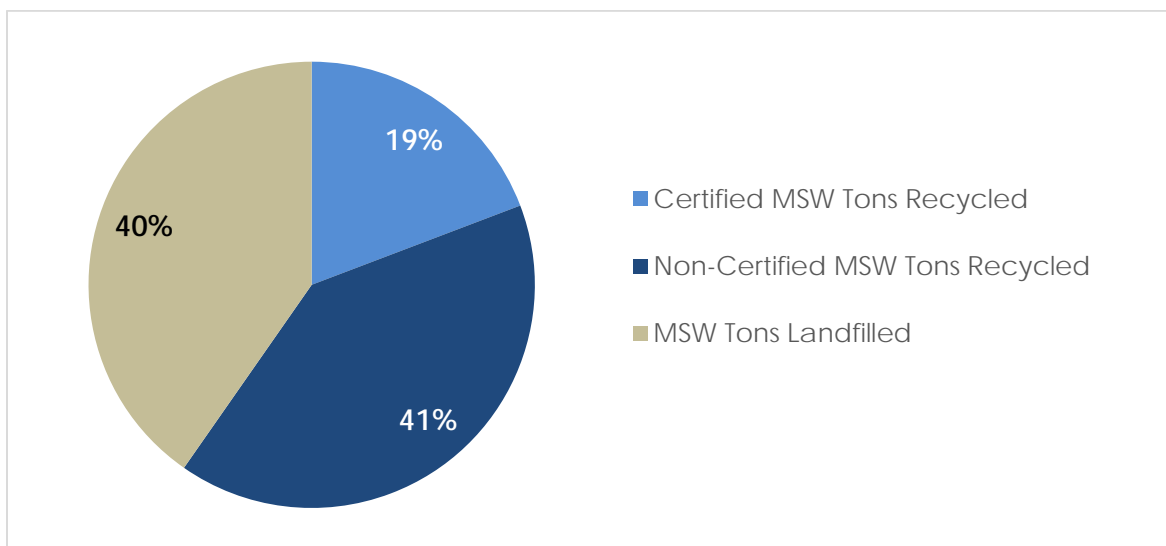
Table 9. 2018 Disposition of MSW in Leon County *

MSW	2018 Tons	Percent of MSW Generated
Recycled		
Certified	145,559	19%
Non-Certified	306,339	41%
Total Recycled	451,788	60%
Landfilled	305,014	40%
Generated	756,802	100%

*Includes all City of Tallahassee MSW

Figure 1 displays a graphic representation of the information in **Table 9**.

Figure 1. 2018 Disposition of All MSW in Leon County



Source: <https://floridadep.gov/waste/waste-reduction/content/2018-solid-waste-management-annual-report>

It should be noted that FDEP defines “certified tonnage” as being processed by a Florida businesses dealing with over 600 tons per year of any recovered material (e.g., paper, glass, plastic, metals/aluminum, textiles, and/or non-tire rubber). Such businesses are required by law to apply for annual certification and report their recovered materials. This requirement is stated in [Florida](#)

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[Statute 403.7046](#) and detailed in [Florida Administrative Code Rule 62-722](#). The distinction between “certified” and “non-certified” is significant as the majority of the materials, with the exception of corrugated paper, office paper, and ferrous metals, are excluded from the County’s and City’s single-stream recycling program. Further, more than 90% of the “non-certified” tonnage is C&D.

WASTE GENERATION

Each year, various entities including the County, City, service providers, and certified and non-certified businesses report solid waste figures by county to FDEP. Based on reporting to FDEP for 2018, 756,802 tons of MSW generated in the County was either landfilled, recycled, combusted or stockpiled. This data is summarized by the state and reported to the public. This reporting establishes a baseline of data; some is specific by material type such as with recycling, and other is general such as with landfilled, combusted, and stockpiled. As recyclable materials are processed and sold as commodities, the system of relying on “certified” and “non-certified” recyclers to determine the composition of the recyclable materials is reliable. However, landfilled and combusted materials are not sorted, so there are different options to determine the composition. One approach is to conduct a waste characterization or composition study. Such a study can focus on specific waste generators (e.g., residential vs. commercial), range from anecdotal to varying levels of statistical precision, and also be designed to address seasonal variability (e.g., wet vs. dry or high tourist vs. low tourist season). Such a study was last undertaken by the County in 2011. Another approach, offered by FDEP to Counties, is a modeling tool that estimates the quantity of landfilled waste by material type in Florida Counties called the Waste Composition Calculation Model (WasteCalc). Waste composition analyses, regardless of the type, can be used in conjunction with different types waste management facilities and other operational considerations such as transportation impacts to evaluate greenhouse gas impacts for different waste management systems, which will be considered in subsequent memoranda.

The 2018 WasteCalc model utilizes data from a combination of available waste characterization studies and the US EPA waste generation composition from 2015. Both approaches based their results on the relative weight of the waste stream being measured and often contain more than 40 distinct waste categories. It should be noted that WasteCalc, by applying a statewide factor to estimate the generated waste stream values, often skews the recycling rates, and is surely the case for Leon County in 2018, as evidenced in **Table 10**, which presents the breakdown of the 756,802 tons of MSW collected by material type. For example, WasteCalc calculate a 1% recycling rate for newspaper that results from a relatively large generated tonnage value and a relatively small reported recycled tonnage. Still, for the purposes of establishing a recycling rate, this discrepancy does not affect the bottom line recycling rate.

The WasteCalc model indicates that more than half of the MSW generated in the County and City was comprised of construction and demolition (C&D) material (59.4 percent). Materials for which the legislature established a goal of recycling a “significant portion” of (Newspaper, Corrugated Paper, Office Paper, Plastic Bottles, Aluminum Cans, Steel Cans, Glass, and Yard Trash) comprise 11.7 percent of waste generated. Other Paper (7.6 percent) and Food (5.6 percent) also significantly contributed to the total annual MSW tons.

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In terms of annual quantities generated in the County and City, the material types with the highest annual tons include:

1. **C&D Debris** - 441,391 tons annually
2. **Paper** (including newspaper, corrugated paper, office paper, and other paper) – 105,344 tons annually
3. **Plastic** (including Plastic Bottles and Other Plastics) – 46,324 tons annually
4. **Food** – 42,528 tons annually

Table 10. 2018 Annual Waste Tonnage Disposed, Recycled, and Generated

Material Type		Disposed Tons		Recycled Tons		Generated (Disposed + Recycled)			
						Tons		Percent of Total	
Paper	Newspaper *	5,602	76,035	41	29,309	5,643	105,344	0.7%	13.9%
	Corrugated Paper *	15,855		17,982		33,837		4.5%	
	Office Paper *	5,121		3,504		8,625		1.1%	
	Other Paper	49,457		7,782		57,239		7.6%	
Plastic	Plastic Bottles *	8,440	44,873	849	1,451	9,289	46,324	1.2%	6.1%
	Other Plastics	36,433		602		37,035		4.9%	
Metal	Aluminum Cans *	1,949	13,267	311	20,023	2,260	33,290	0.3%	4.4%
	Steel Cans *	3,316		426		3,742		0.5%	
	Ferrous Metals	4,460		14,783		19,243		2.5%	
	White Goods	1,974		2,812		4,786		0.6%	
	Non Ferrous Metal	1,568		1,691		3,259		0.4%	
Glass *		8,978		4,344		13,322		1.8%	
Textiles		10,073		2,010		12,083		1.6%	
Food		40,996		1,632		42,628		5.6%	
Yard Trash *		11,523		0		11,523		1.5%	
Tires		947		2,039		2,986		0.4%	
C&D Debris		74,138		375,253		449,391		59.4%	
Miscellaneous		38,647		1,264		39,911		5.3%	
Process Fuels **		0		14,463				0.0%	
Total		319,477		451,788		756,802		100.0%	

* The Legislature established a goal of recycling a "significant portion" of at least four out of these eight materials.

** Process fuel (yard, wood and paper waste used in process boilers) should not be included in total county tons collected, as they are accounted for in other material categories. They should be counted in total county tons recycled.

Source: <https://floridadep.gov/waste/waste-reduction/content/2018-solid-waste-management-annual-report>

MUNICIPAL SOLID WASTE RECYCLED

Recyclable materials accepted through the County and City's single-stream recycling program include Newspaper, Corrugated Paper, Office Paper, Other Paper, Plastic Bottles, Other Plastics, Aluminum Cans, Steel Cans, and Glass. Materials recycled through an FDEP certified dealer are categorized as "Certified." Total recycled materials for 2018, presented in **Table 11**, include both certified and non-certified tons.

Table 11. 2018 Annual Quantities of Recycled Materials

Material Type		Certified Tons		Non-Certified Tons		Total Recycling Tons	
Paper	Newspaper *	41	24,615	0	4,694	41	29,309
	Corrugated Paper *	14,406		3,576		17,982	
	Office Paper *	2,386		1,118		3,504	
	Other Paper	7,782		0		7,782	
Plastic	Plastic Bottles *	843	1,384	6	67	849	1,451
	Other Plastics	541		61		602	
Metal	Aluminum Cans *	310	17,193	1	2,830	311	20,023
	Steel Cans *	426		0		426	
	Ferrous Metals	14,766		17		14,783	
	White Goods	0		2,812		2,812	
	Non Ferrous Metal	1,691		0		1,691	
Glass *		4,344		0		4,344	
Textiles		2,010		0		2,010	
Food		0		1,632		1,632	
Yard Trash *		0		0		0	
Tires		0		2,039		2,039	
C&D Debris		95,903		279,350		375,253	
Miscellaneous		0		1,264		1,264	
Process Fuels **		0		14,463		14,463	
Total		145,449		306,339		451,788	

* The Legislature established a goal of recycling a "significant portion" of at least four out of these eight materials.

** Process fuel includes waste materials (yard, wood and paper waste) used in process boilers.

Source: <https://floridadep.gov/waste/waste-reduction/content/2018-solid-waste-management-annual-report>

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The material types with the highest annual tons recycled include:

1. **C&D Debris** – 375,253 tons recycled annually
2. **Paper** (including Newspaper, Corrugated Paper, Office Paper, and Other Paper) – 29,309 tons recycled annually
3. **Metal** (including Aluminum Cans, Steel Cans, Ferrous Metals, White Goods, and Non Ferrous Metals) – 20,023 tons recycled annually
4. **Glass** – 4,344 tons recycled annually

Recycling Achievement

The County and City recycle 60% (unadjusted) and 62% (adjusted) of their overall waste stream, which compares favorably with the statewide recycling average in 2018 of 40%. Also notable in the 2018 FDEP Report is the recycling rate by single-family, multi-family, and commercial sectors which are 32%, 43%, and 67% respectively. This highlights an opportunity to focus on increasing single-family recycling.

In terms of recycling values applicable to the County, most materials have significantly lower recycling rates with the exception of C&D Debris and Corrugated Paper due to the peculiarities of WasteCalc. Recycling rates by material type are presented in **Table 12**.

Table 12. 2018 Estimated Recycling Rates by Material Type

Material Type		Generated Tons		Recycled Tons		Percent Recycled	
Paper	Newspaper *	5,643	105,344	41	29,309	1%	28%
	Corrugated Paper *	33,837		17,982		53%	
	Office Paper *	8,625		3,504		41%	
	Other Paper	57,239		7,782		14%	
Plastic	Plastic Bottles *	9,289	46,324	849	1,451	9%	3%
	Other Plastics	37,035		602		2%	
Metal	Aluminum Cans *	2,260	33,290	311	20,023	14%	60%
	Steel Cans *	3,742		426		11%	
	Ferrous Metals	19,243		14,783		77%	
	White Goods	4,786		2,812		59%	
	Non Ferrous Metal	3,259		1,691		52%	
Glass *		13,322		4,344		33%	
Textiles		12,083		2,010		17%	
Food		42,628		1,632		4%	
Yard Trash *		11,523		0		0%	
Tires		2,986		2,039		68%	
C&D Debris		449,391		375,253		84%	
Miscellaneous		39,911		1,264		3%	
Process Fuels **		0		14,463		0%	
Renewable Energy Credit						2%	
Total		756,802		451,788		62%	

* The Legislature established a goal of recycling a "significant portion" of at least four out of these eight

** Process fuel includes waste materials (yard, wood and paper waste) used in process boilers.

Source: <https://floridadep.gov/waste/waste-reduction/content/2018-solid-waste-management-annual-report>

The recycling rates for which the Florida legislature established a goal of recycling a "significant portion" are as follows:

- **Newspaper** – One percent of generated newspaper is recycled
- **Corrugated Paper** – 53 percent of generated corrugated paper is recycled
- **Office Paper** - 41 percent of generated office paper is recycled
- **Plastic Bottles** – Nine percent of plastic bottles generated are recycled

- **Aluminum Cans** – 14 percent of aluminum cans generated are recycled
- **Steel Cans** – 11 percent of steel cans generated are recycled
- **Glass** – 33 percent of generated glass is recycled
- **Yard Trash** – Although yard waste is not accounted for in FDEP's 2018 Solid Waste Management Annual Report, it is included as Process Fuel in the total quantity recycled.

Yard Trash

Currently, Yard Trash from unincorporated County areas and the City is taken to the Leon County Solid Waste facility to be mulched. The City also delivers a portion of its yard trash to the County's Transfer Station. The majority of the mulch is sent to Albany Green Energy in Albany, GA, a biomass-fueled cogeneration facility. The remaining portion is sent to Telogia Power for boiler fuel or given back to residents

Contamination

Currently, one of the largest challenges to recycling is contamination. Loads are considered contaminated when they contain non-recyclable items including plastic film and bags and food and liquid-soiled materials. The contamination issue is two-fold. First, single-stream recycling resulted from an effort to make curbside recycling simple by placing all recyclable materials into a single container and reduce collection costs. While this did make recycling simpler to the customer and reduce collection costs through the use of semi- or fully automated collection vehicles, it also has resulted in an increase in contamination. This burden is placed on the recycling facility, which has resulted in increased operational costs. Second, the global recycling market has been adversely impacted starting in January 2018 when China implemented their Operational National Sword policy. This policy has banned many scrap materials and implemented strict contamination rates of 0.5 percent. Initially other global markets with processing capacity, including India and Malaysia, represented a viable option. However, they are similar to China, no longer willing to accept contaminated materials.

Recycling education, outreach, and enforcement is a critically important aspect to minimize non-recyclable materials sent for processing. This activity is challenged by the transient nature of the County and City. This is exacerbated by the complexity of products and packaging materials as well as public perception on what materials can be recycled. Opportunities to address contamination will be explored in subsequent memoranda.

C&D Debris Recycling

C&D Debris has the highest recycling rate of all materials generated in the City and County at 84%. According to the 'Florida and the 2020 75% Recycling Goal: 2019 Status Report', Marpan Recycling operates as the main C&D recycling facility in the County. In addition, some C&D Debris is taken to smaller recycling facilities, such as Crowder and Solomon.

County-Wide Recycling Rate by Sector

MSW generation rates were also analyzed by the three waste generation sectors, which include single-family residential, multi-family residential, and commercial. As presented in **Table 13**, the

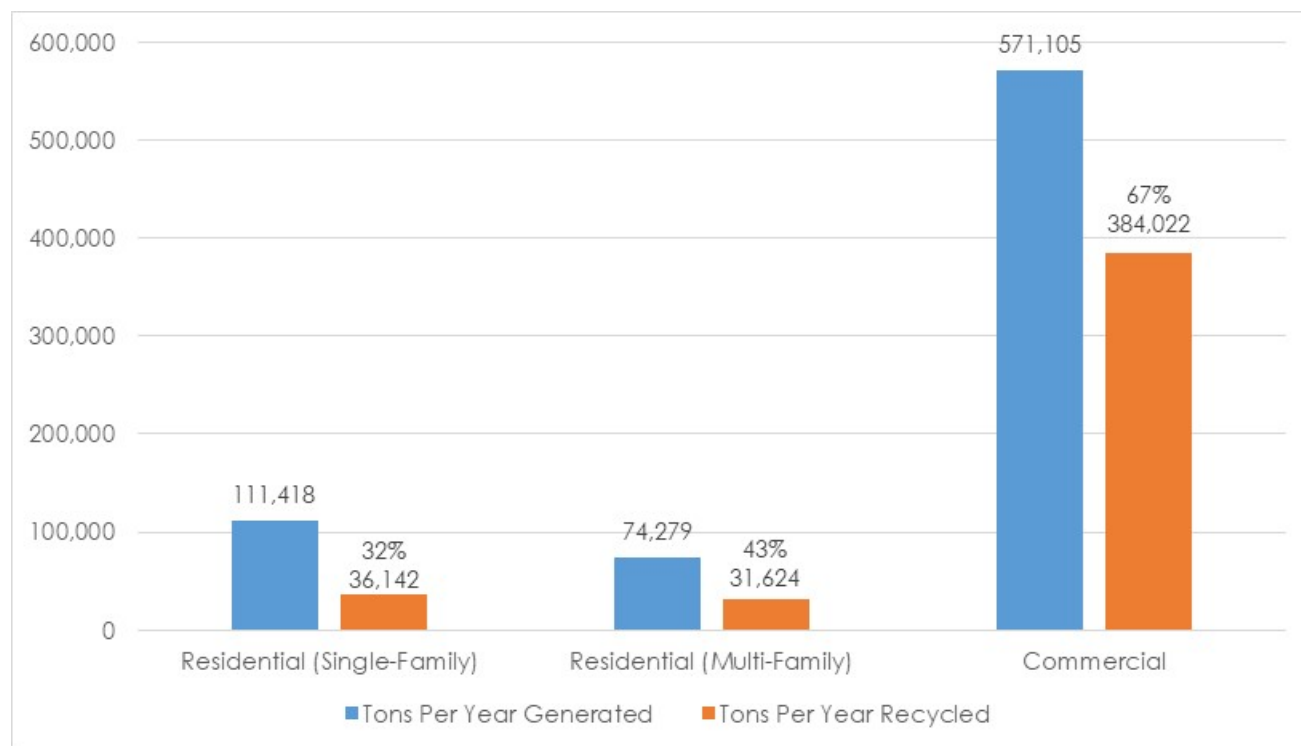
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commercial sector accounts for the largest amount of waste generated, collecting 571,105 tons of MSW in 2018. The commercial sector also accounts for the most recycled tons. It should be noted that C&D Debris is accounted for in this category and by nature is dense and heavy. **Figure 2** graphically presents the total tons generated versus the total tons recycled by sector as well as the percent of total tons recycled by sector.

Table 13. 2018 Annual Generated and Recycled Tons by Sector

Residential (Single-Family)		Residential (Multi-Family)		Commercial	
Generated Tons	Recycled tons	Generated Tons	Recycled tons	Generated Tons	Recycled tons
111,418	36,142	74,279	31,624	571,105	384,022

Figure 2. 2018 Annual Generated and Recycled Tons by Sector

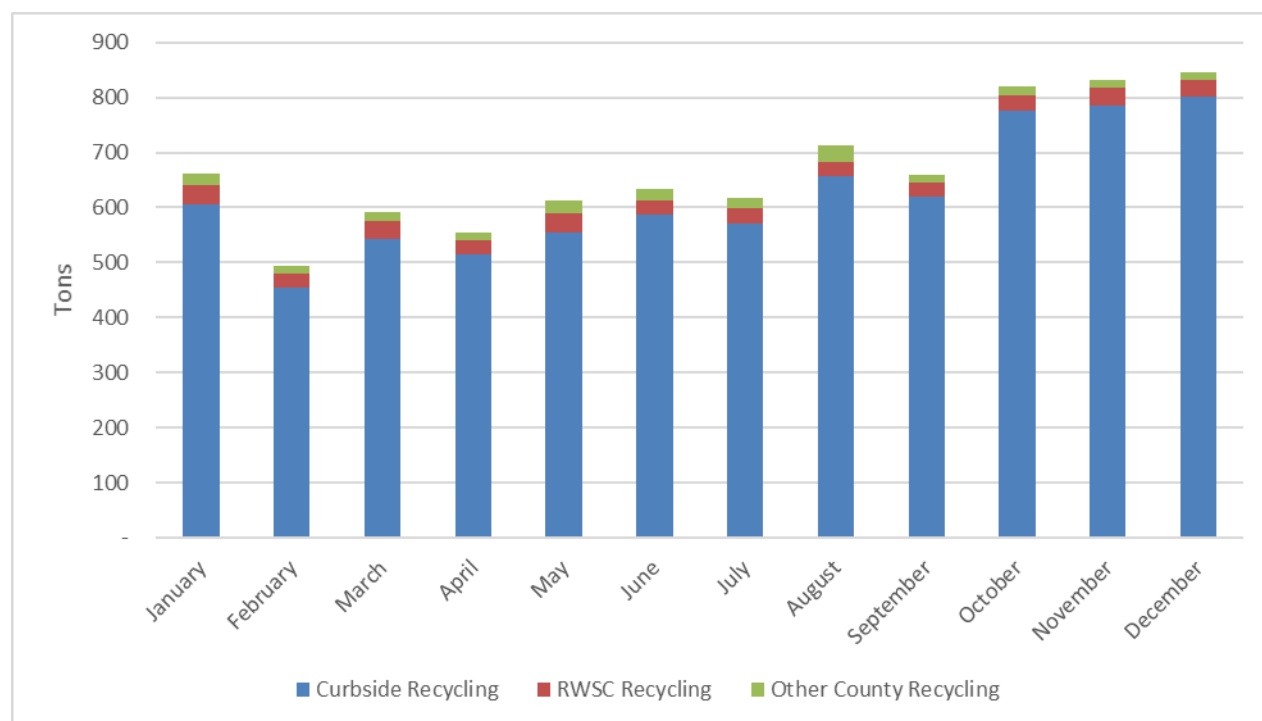


The County-wide recycling values reflected in the 2018 FDEP Report reflects estimated tonnage both under the County's and City's direct control through their collection agreements as well as all other recycling within the County not under direct control (e.g., scrap yards, self-haul, etc.). Still, it is important to establish this distinction as it will inform options for the future of their respective recycling programs, which will be addressed in subsequent memoranda. It should also be noted that Waste Pro and Marpan do not differentiate multi-family and commercial tonnage, so the values reported by FDEP are inherently imprecise.

County Controlled Recycling

The County had direct control over 8,037 tons of recyclable materials in 2018 via its franchise curbside collection program, RWSCs and other County recycling events. The monthly average was 670 tons and fluctuated between approximately 500 and 850 tons per month, peaking during the Fall as presented below in Figure 3.

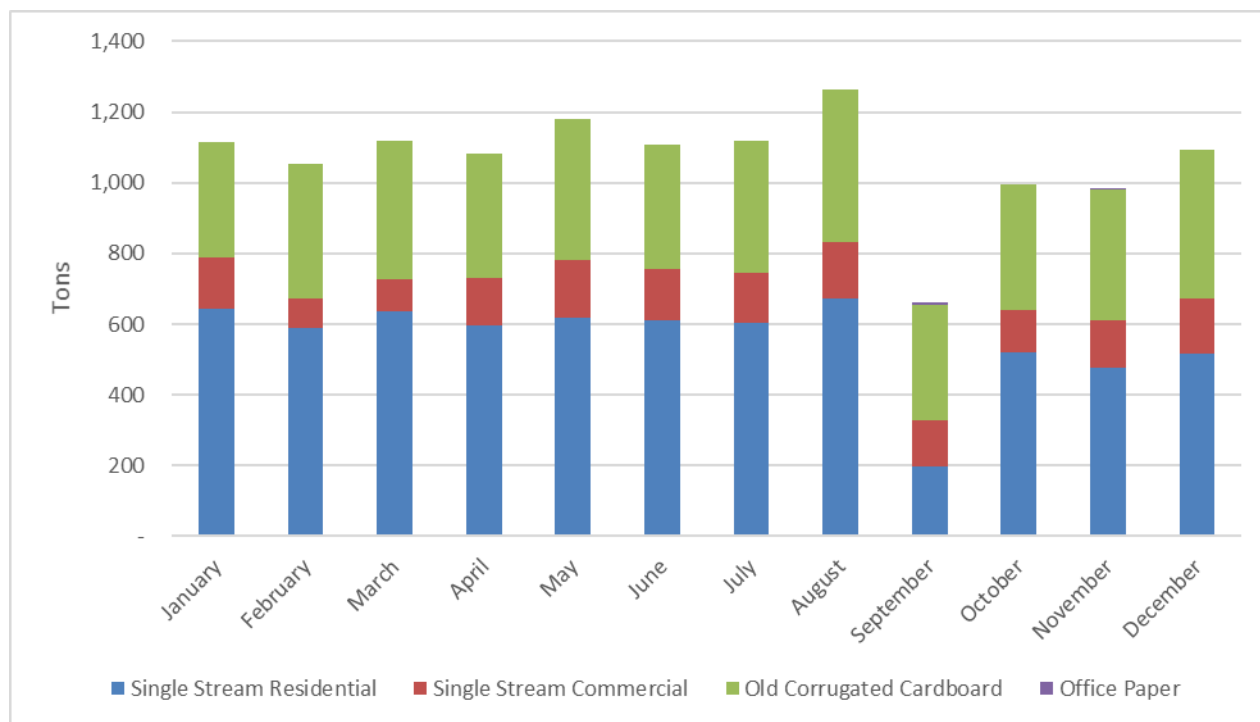
Figure 3. County Controlled Recyclables (2018)



City Controlled Recycling

The City has direct control over 12,776 tons of recyclable materials in 2018 via its contracted residential curbside and paper collection program. The monthly average was 1,065 tons and fluctuated between approximately 661 and 1,265 tons per month as presented below in Figure 4.

Figure 4. City Controlled Recyclables (2018)



4 INVENTORY OF REGIONAL FACILITIES

FDEP, the Alabama Department of Environmental Management, and the Georgia Environmental Protection Division maintain a database of permitted solid waste management facilities. SCS evaluated and screened the data from these sources to identify active solid waste facilities within 100 to 200 miles of the County center. This evaluation will be used in subsequent memoranda to expand options and opportunities for facilities that can accept County and City generated materials. Waste facility types include C&D sorting and disposal facilities, Class I and Class III landfills, material recovery facilities, transfer stations, and waste to energy facilities. Information pertinent to each facility is presented in figures and tables in **Attachment A**. Tables include facility details including such as distance to County center, facility name, ownership (private, county, or municipal), and location address.

C&D DISPOSAL

C&D sorting and disposal facilities, presented in **Attachment A, Table 1** and **Figure 1**, account for 42 facilities within a 200 mile radius. Three facilities are located within the County boundaries. Other C&D facilities are located more than 50 miles from the County center.

LANDFILLS

Class I landfills accept solid waste that is not hazardous or prohibited from disposal in a lined landfill. The radial search distance for Class I landfills was reduced to 100 miles because the currently used landfill (Springhill Landfill) is within this range. There were twelve facilities within 100

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miles; three facilities, with the exception of the Leon County Solid Waste Management facility, were within 50 miles, and the remaining landfills were within the between 50 and 100 miles from the County center. Class I landfills are presented in **Attachment A, Table 2 and Figure 2**.

Class III landfills typically receive yard trash, C&D debris, and other materials approved by the Department which are not expected to produce leachate. As with Class I landfills, the radial search distance was reduced to 100 miles. Six facilities are located within 25 to 100 miles from the City center. Class III landfills are presented in **Attachment A, Table 3 and Figure 3**.

MATERIAL RECOVERY FACILITIES (MRF)

MRF facilities provide management for recyclable materials. There are 89 MRFs located within 200 miles of the County center. Of those facilities, the majority (72 facilities) are located between 100 and 200 miles of the County center. Notably, the only single-stream MRF within 100 miles of the County center is Marpan MRF, which is currently utilized by the County and City. MRFs are presented in **Attachment A, Table 4 and Figure 4**.

Three C&D MRFs are located within 100 to 200 miles of the County center. **See Attachment A, Table 5 and Figure 5**. Five Class I and III MRF facilities are located appeared within 200 miles of the County center. **See Attachment A, Table 6 and Figure 6**.

TRANSFER STATIONS

Transfer stations are facilities used to aggregate waste into larger transfer trailers for more efficient transportation to a disposal facility. Three facilities, excluding the Leon County Transfer Station, are located within 50 miles of the County center and are presented in **Attachment A, Table 7 and Figure 7**. Notably, there are no transfer stations currently configured to aggregate recyclables.

WASTE-TO-ENERGY

Waste-to-energy facilities combust waste to produce electricity. One waste-to-energy facility is located between 50 and 100 miles from the County center, and two facilities are between 100 and 200 miles from the County center. Waste-to-energy facilities are presented in **Attachment A, Table 8 and Figure 8**.

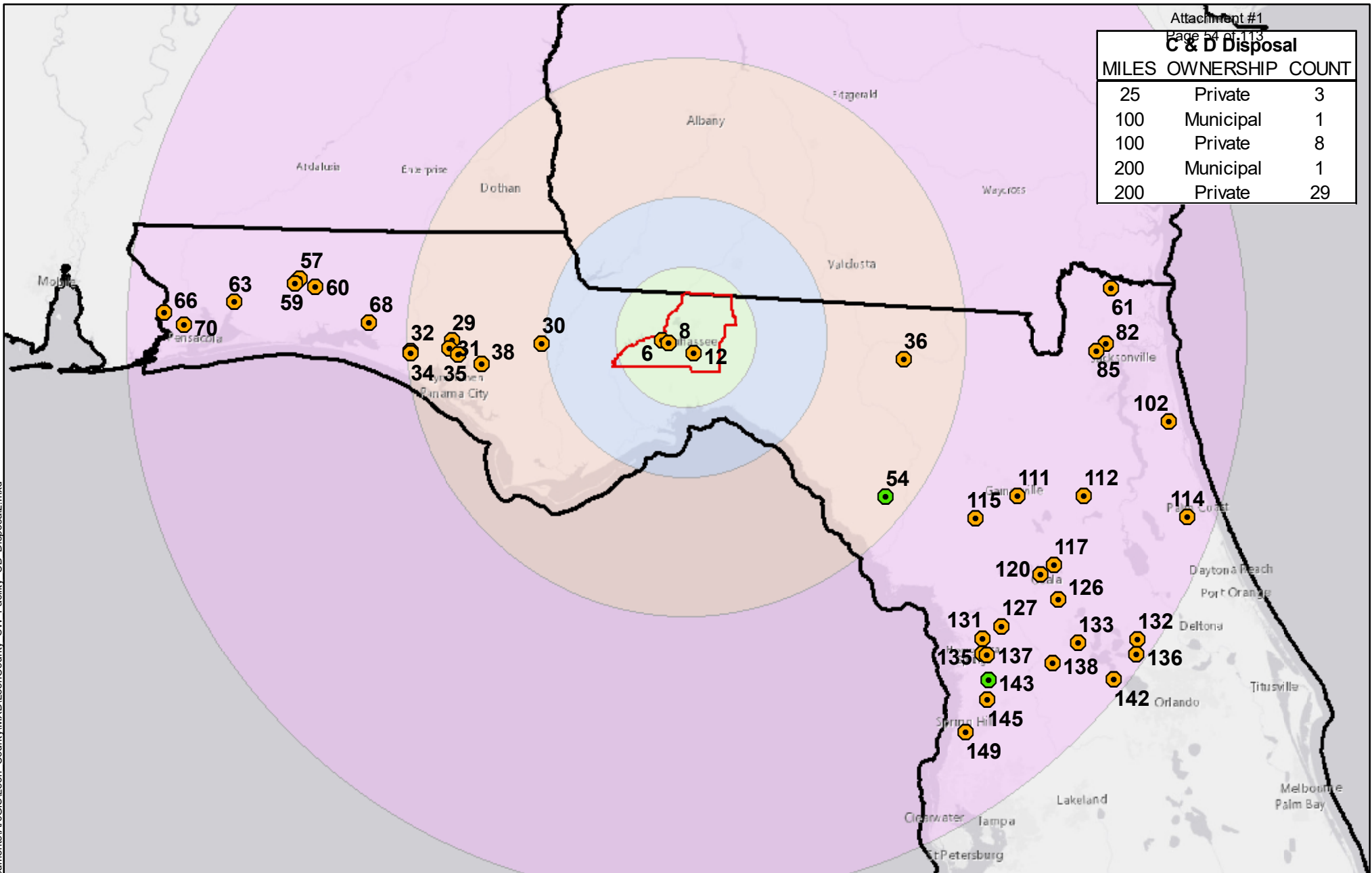
ATTACHMENT A
INVENTORY OF REGIONAL FACILITIES

Table 1. C & D Disposal
Inventory of Solid Waste Facilities - Leon County

OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
6	25	SOLOMON C&D LANDFILL, L.L.C.	Private	STATE HWY 20 3.5 MI W OF TALL	Tallahassee	Leon	FL	32310
8	25	CROWDER RECYCLING AENON CHURCH	Private	AENON CHURCH RD	Tallahassee	Leon	FL	32304
12	25	CROWDER RECYCLING TRAM	Private	0.15 MILES EAST OF CAPITAL CIRCLE SE ON THE SOUTH	Tallahassee	Leon	FL	32311
29	100	STATE ROUTE 20 C&D DEBRIS DISPOSAL FACILITY	Private	1MI E SR77 ON SR20	Panama City	Bay	FL	32409
30	100	BLOUNTSTOWN C&D DISPOSAL FACILITY	Private	15888 SILAS GREEN ROAD	Blountstown	Calhoun	FL	32424
31	100	SOUTHPORT C&D DISPOSAL FACILITY	Private	230 HATCHER ROAD	Lynn Haven	Bay	FL	32444
32	100	PANAMA CITY BEACH C&D DISPOSAL FACILITY	Private	N. END OF SUNBELT DR., 1 MILE N. OF STEELFIELD RD.	Panama City Beach	Bay	FL	32413
34	100	WEST BAY C&D DISPOSAL FACILITY	Private	OFF STEELFIELD ROAD	Panama City Beach	Bay	FL	32413
35	100	LYNN HAVEN C&D DISPOSAL FACILITY	Private	SR 388 (1.8 MILES EAST OF HIGHWAY 77 INTERSECTION	Panama City	Bay	FL	32405
36	100	ALL SOUTH C&DD DISPOSAL FACILITY	Private	10733 68TH PATH	Live Oak	Suwannee	FL	32060
38	100	TRASH ROLLOFF OF BAY COUNTY INC. PIT	Private	9206 CAMPFLOWERS ROAD	Youngstown	Bay	FL	32466
54	100	DIXIE COUNTY SOLID WASTE MANAGEMENT FACILITY	County	652 NORTHEAST 299 STREET	Cross City	Dixie	FL	32628
57	200	ARENA LANDFILL AND SAND CO.	Private	5105 ARENA ROAD	Crestview	Okaloosa	FL	32536
59	200	CRESTVIEW LANDFILL, LLC	Private	2151 POINT CENTER ROAD	Crestview	Okaloosa	FL	32536
60	200	CRESTVIEW C&D DISPOSAL FACILITY	Private	LITTLE SILVER ROAD	Crestview	Okaloosa	FL	32539
61	200	SAND HILL RECYCLING, LLC	Private	153326 CR 108	Yulee	Nassau	FL	32097
63	200	PERSIMMON HOLLOW C&D PIT	Private	4751 PERSIMMON HOLLOW ROAD	Milton	Santa Rosa	FL	32583
66	200	D. H. GRIFFIN WRECKING CO. C&D	Private	TOWER RIDGE RD.	Pensacola	Escambia	FL	32526
68	200	FREEPORT C&D DISPOSAL FACILITY	Private	N. SIDE OF HWY. 20-W.OF FREEPT	Freeport	Walton	FL	32439
70	200	LONGLEAF C&D DISPOSAL FACILITY	Private	2023 LONGLEAF DRIVE	Pensacola	Escambia	FL	32501
82	200	OLD KINGS ROAD LLC	Private	8540 OLD KINGS ROAD	Jacksonville	Duval	FL	32219
85	200	JONES ROAD LANDFILL & RECYCLING, LTD	Private	3400 JONES RD	Jacksonville	Duval	FL	32220
102	200	NINE MILE ROAD C&DD DISPOSAL FACILITY	Private	445 A REPUBLIC DRIVE	Saint Augustine	St. Johns	FL	32095
111	200	FLORENCE C&D FACILITY	Private	3003 S E 15TH ST	Gainesville	Alachua	FL	32641
112	200	INTERLACHEN C&DD DISPOSAL FACILITY	Private	112 BANGKOK STREET	Interlachen	Putnam	FL	32148
114	200	FLAGLER CDS, INCORPORATED C&D DEBRIS FACILITY	Private	2190 COUNTY RD 13	Bunnell	Flagler	FL	32110
115	200	WATSON C&D DEBRIS DISPOSAL FACILITY	Private	HWY 24 1.5 MILES SW ARCHER	Archer	Alachua	FL	32618
117	200	CYPRESS ACRES LANDFILL	Private	7424 NE 33RD COURT	Ocala	Marion	FL	34479
120	200	FRIENDS RECYCLING FORMERLY OCALA RECYCLING	Private	2350 NW 27TH AVE.	Ocala	Marion	FL	34475
126	200	SOUTHSIDE MATERIALS RECYCLING	Private	4980 SE 92ND PLACE	Ocala	Marion	FL	34480
127	200	SAND/LAND OF FLORIDA ENTERPRISES, INC.	Private	5920 N FLORIDA AVE	Hernando	Citrus	FL	34442
131	200	CITRUS SAND & DEBRIS I	Private	1590 N QUARTERBACK TERRACE	Crystal River	Citrus	FL	34429
132	200	PROFESSIONAL DIRT SERVICES C&D FACILITY	Private	OLD POST OFFICE LANE	Eustis	Lake	FL	32736
133	200	C.R. 466A C&D FACILITY	Private	8979 COUNTY ROAD 466A	Wildwood	Sumter	FL	34785
135	200	RIP, INC C&D DISPOSAL FACILITY	Private	5355 W. GROVER CLEVELAND BLVD.	Homosassa	Citrus	FL	34446
136	200	MID FLORIDA MATERIALS - MT. DORA RECYCLE AND DISPOSAL FAC	Private	3300 S.R. 46	Mount Dora	Lake	FL	32757
137	200	CITRUS SAND & DEBRIS II	Private	3890 W GROVER CLEVELAND BLVD	Homosassa	Citrus	FL	34446
138	200	SUMTER RECYCLING & SOLID WASTE DISPOSAL INC	Private	420 COUNTY ROAD 489B	Lake Panasoffkee	Sumter	FL	33538
142	200	LAKE ENVIRONMENTAL RESOURCES, LLC	Private	21501 COUNTY ROAD 455	Clermont	Lake	FL	34715
143	200	HERNANDO COUNTY NORTHWEST LF	County	14450 LANDFILL RD	Brooksville	Hernando	FL	34614
145	200	SUNSHINE GROVE RD PHASE I (C & D)	Private	SUNSHINE GROVE RD	Brooksville	Hernando	FL	34613
149	200	COASTAL LANDFILL DISPOSAL INC (C & D)	Private	11416 HOUSTON AVENUE	Hudson	Pasco	FL	34667

C & D Disposal

MILES OWNERSHIP COUNT		
25	Private	3
100	Municipal	1
100	Private	8
200	Municipal	1
200	Private	29



Legend

C & D DISPOSAL		Distance
	Municipal	25 Miles
	Private	50 Miles
	Leon County	100 Miles
		200 Miles

FIGURE 1
INVENTORY OF SOLID WASTE FACILITIES
C AND D DISPOSAL FACILITIES
LEON COUNTY, FLORIDA

SCS ENGINEERS

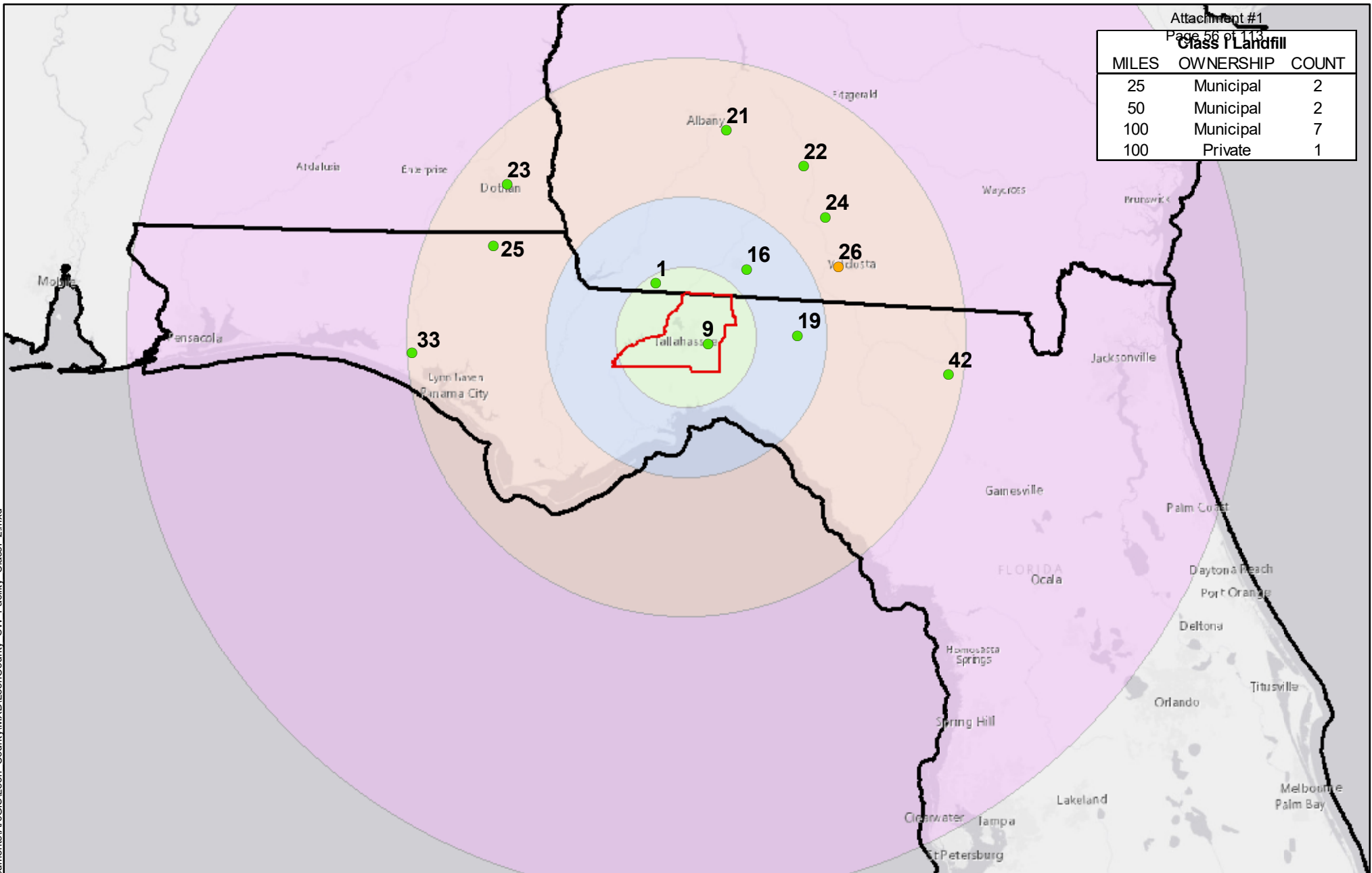
Tampa, FL

April 2020

0 20 40
Miles
Posted November 9, 2020

Table 2. Class I Landfills Inventory of Solid Waste Facilities - Leon County								
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
1	25	Decatur Co - US Hwy 27 Municipal Solid Waste Landfill	County	u.s. highway 27	attapulgas	Decatur	GA	39815
9	25	LEON COUNTY SOLID WASTE MANAGEMENT FACILITY	County	7550 APALACHEE PARKWAY	Tallahassee	Leon	FL	32311
16	50	Thomasville/Sunset Dr Phases IV & V MSWL	Municipal	88 landfill road	thomasville	Thomas	GA	31757
19	50	AUCILLA AREA SW FACILITY CL I & III	County	1313 SW GREENVILLE HILLS ROAD	Greenville	Madison	FL	32331
21	100	Dougherty Co-Fleming/Gaissert Rd (SL)	County	900 gaisser road	albany	Dougherty	GA	31705
22	100	Tifton-Omega/Eldorado Rd PH 3 (SL)	Municipal	omega + eldorado rd 7 mi ne	omega	Tift	GA	31775
23	100	CITY OF DOTHAN SANITARY LANDFILL	Municipal	1290 BURKETT RD	DOTHAN	HOUSTON	AL	36303
24	100	Cook Co. - Taylor Rd, Site 2 (MSWL)	County	taylor road	adel	Cook	GA	31620
25	100	SPRINGHILL REGIONAL LANDFILL	County	4945 HIGHWAY 273	Campbellton	Jackson	FL	32426
26	100	Advanced Disposal Services Evergreen Landfill, Inc	Private	2995 wetherington lane	valdosta	Lowndes	GA	31601
33	100	STEELFIELD ROAD LANDFILL	County	11411 LANDFILL ROAD	Panama City Beach	Bay	FL	32413
42	100	WINFIELD WASTE MANAGEMENT FACILITY	County	1347 NW OOSTERHOUDT LANE	Lake City	Columbia	FL	32055

Class I Landfill		
MILES	OWNERSHIP	COUNT
25	Municipal	2
50	Municipal	2
100	Municipal	7
100	Private	1



Legend

CLASS I LANDFILLS

Municipal

Private

Leon County

25 Miles

50 Miles

100 Miles

200 Miles

FIGURE 2
INVENTORY OF SOLID WASTE FACILITIES
CLASS I LANDFILLS
LEON COUNTY, FLORIDA

SCS ENGINEERS

Posted November 9, 2020

Tampa, FL

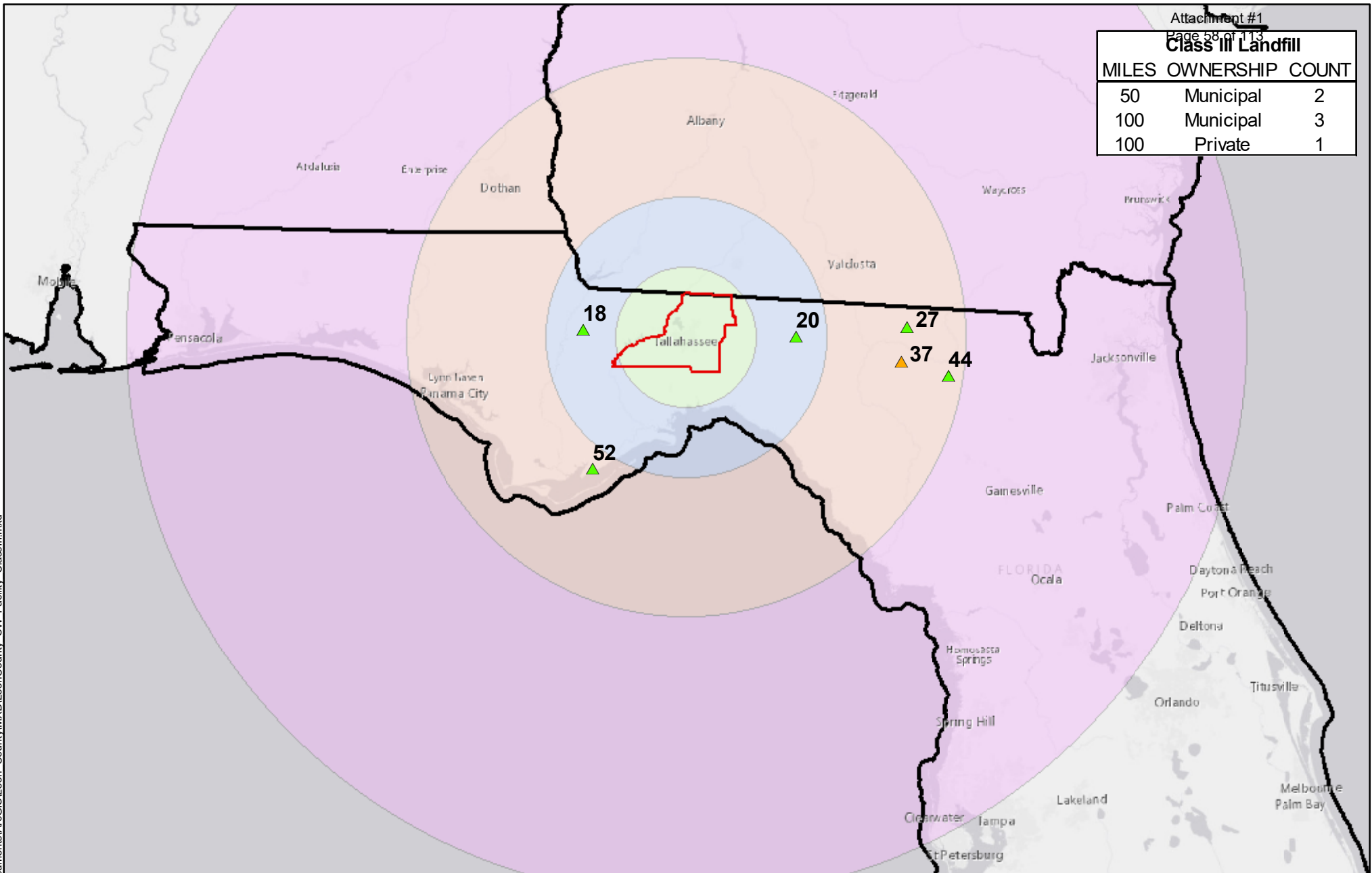
April 2020

0 20 40 Miles

Table 3. Class III Landfills Inventory of Solid Waste Facilities - Leon County								
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
18	50	LIBERTY COUNTY LANDFILL - CLASS III - CLOSED CLASS II	County	COUNTY ROAD 271	Bristol	Liberty	FL	32321
20	50	AUCILLA AREA SW FACILITY CL I & III	County	1313 SW GREENVILLE HILLS ROAD	Greenville	Madison	FL	32331
27	100	HAMILTON COUNTY WASTE MGMT FACILITY	County	4652 SW 107TH AVENUE	Jasper	Hamilton	FL	32052
37	100	SUWANNEE LANDFILL, LLC	Private	CNTY RD 795	Live Oak	Suwannee	FL	32060
44	100	WINFIELD WASTE MANAGEMENT FACILITY	County	1347 NW OOSTERHOUDT LANE	Lake City	Columbia	FL	32055
52	100	FRANKLIN COUNTY CENTRAL LANDFILL	County	SR65, 1.2MI N OF US HWY 98	Eastpoint	Franklin	FL	32328

Class III Landfill

MILES OWNERSHIP COUNT		
50	Municipal	2
100	Municipal	3
100	Private	1



Legend

CLASS III LANDFILLS Distance

- ▲ Municipal
- ▲ Private
- Leon County
- 25 Miles
- 50 Miles
- 100 Miles
- 200 Miles

FIGURE 3
INVENTORY OF SOLID WASTE FACILITIES
CLASS III LANDFILLS
LEON COUNTY, FLORIDA

SCS ENGINEERS

Tampa, FL

April 2020

0 20 40
Miles
Posted November 9, 2020

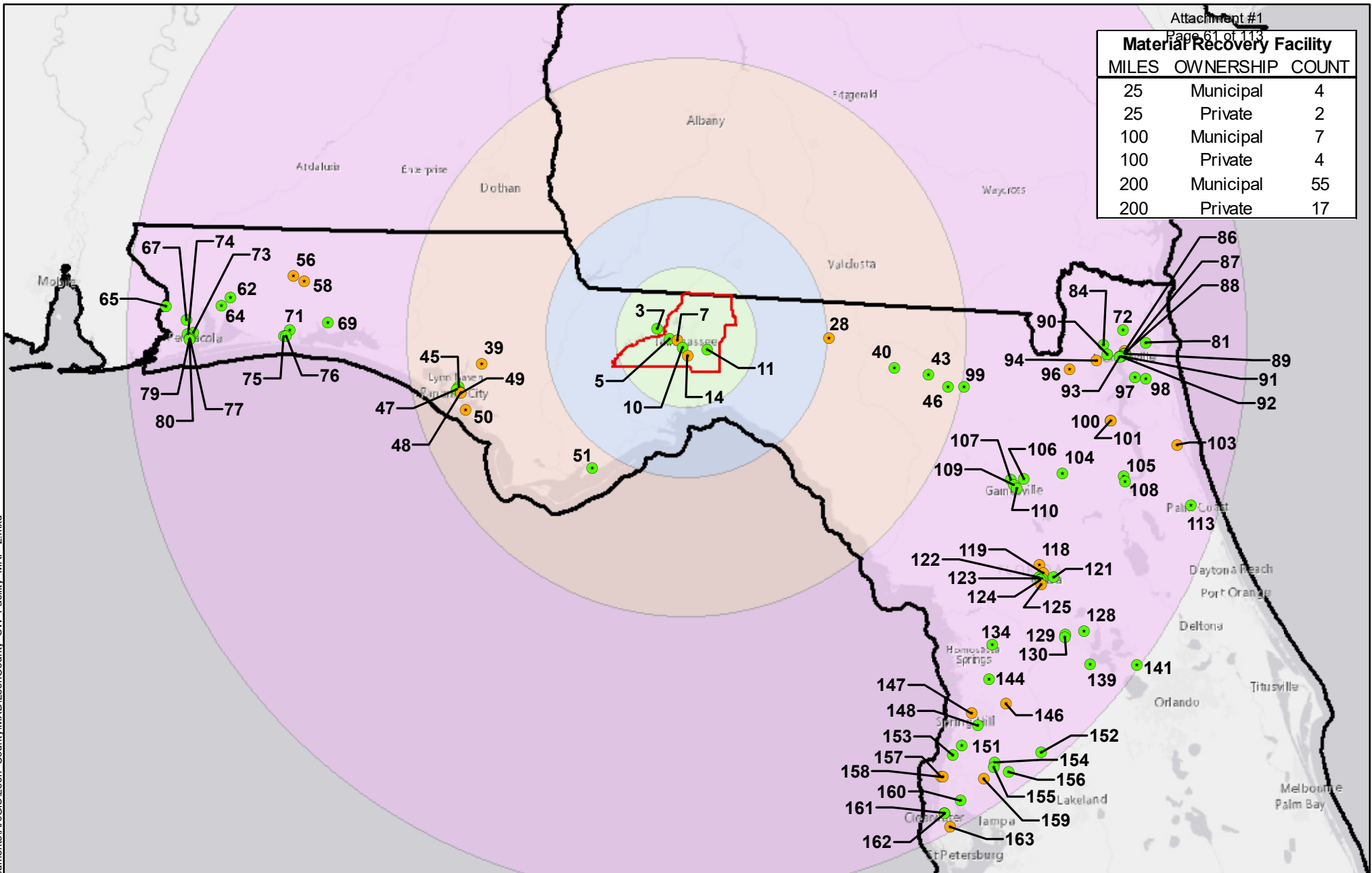


**Table 4. Material Recovery Facility
Inventory of Solid Waste Facilities - Leon County**

OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
3	25	ACE SALVAGE	County	31556 BLUE STAR HIGHWAY	Midway	Gadsden	FL	32343
5	25	LEON IRON AND METAL-TALLAHASSEE	County	1351 AENON CHURCH ROAD	Tallahassee	Leon	FL	32304
7	25	GOODWILL INDUSTRIES - BIG BEND, INC. - TALLAHASSEE	Private	300 MABRY STREET	Tallahassee	Leon	FL	32304
10	25	THE NEWARK GROUP	County	3201 SPRINGHILL ROAD	Tallahassee	Leon	FL	32305
11	25	RECYCLING CENTER INC	County	700 HOUSTON AVENUE NORTHWEST	Live Oak	Suwannee	FL	32064
14	25	MARPAN SUPPLY COMPANY INC	Private	222 E. PERSHING STREET	Tallahassee	Leon	FL	32301
28	100	CROSBY PROPERTY	Private	1591 SW SR 14	Madison	Madison	FL	32341
39	100	TRASH ROLLOFF OF BAY COUNTY INC. PIT	Private	9206 CAMPFLOWERS ROAD	Youngstown	Bay	FL	32466
40	100	THE ARC NORTH FLORIDA, INC RECYCLING	County	2014 8TH STREET SOUTHWEST	Live Oak	Suwannee	FL	32064
43	100	RECYCLING CENTER INC - LAKE CITY	County	2992 NORTHEAST WASHINGTON STREET	Lake City	Columbia	FL	32055
45	100	LEWIS METALS	County	2312 INDUSTRIAL DRIVE	Panama City	Bay	FL	32405
46	100	RECYCLING CENTER INC - PERRY	County	1617 SOUTH BYRON BUTLER PARKWAY	Perry	Taylor	FL	32348
47	100	NAMCO METALS, INC.PC	County	1023 E 15TH STREET	Panama City	Bay	FL	32405
48	100	REDCO RECYCLING, LLC	County	2915 EAST 6TH COURT	Panama City	Bay	FL	32401
49	100	GOODWILL INDUSTRIES - BIG BEND, INC. - SPRINGFIELD	Private	3135 U.S. 98 BUSINESS	Panama City	Bay	FL	32401
50	100	TYNDALL AIR FORCE BASE RECYCLING CENTER-PANAMA CITY	Private	233 FLORIDA AVENUE BUILDING 6035	Tyndall Afb	Bay	FL	32403
51	100	FRANKLIN COUNTY CENTRAL LANDFILL	County	SR65, 1.2MI N OF US HWY 98	Eastpoint	Franklin	FL	32328
56	200	SOUTHERN RECYCLING, LLC-BAKER	Private	5155 ELLIS ROAD	Baker	Okaloosa	FL	32531
58	200	GOODWILL INDUSTRIES - BIG BEND, INC. - VALPARAISO	Private	3935 SOUTH FERDON BOULEVARD	Crestview	Okaloosa	FL	32536
62	200	G.S.I. RECYCLING, INC. / MILTON IRON & METAL CO.,INC.	County	4700 SAINT JOSEPH STREET	Milton	Santa Rosa	FL	32583
64	200	SHRED-IT PENSACOLA	County	6309 DA LISA ROAD	Milton	Santa Rosa	FL	32583
65	200	EMERALD COAST UTILITIES AUTHORITY	County	13009 BEULAH ROAD SUITE A	Cantonment	Escambia	FL	32533
67	200	WISE RECYCLING I LLC	County	605 WEST HOPE DRIVE	Pensacola	Escambia	FL	32534
69	200	TMR - BALDWIN	County	16770 REBAR ROAD	Jacksonville	Duval	FL	32234
71	200	METAL RECYCLING, INC.	County	1793 F.I.M. BLVD	Fort Walton Beach	Okaloosa	FL	32547
72	200	SHRED-IT - JACKSONVILLE	County	1420 VANTAGE WAY, SUITE 112	Jacksonville	Duval	FL	32218
73	200	REPUBLIC SERVICES PENSACOLA RECYCLERY	County	3015 N PALAFOX STREET	Pensacola	Escambia	FL	32501
74	200	G.S.I. RECYCLING, INC.	County	1831 HOLLYWOOD AVENUE	Pensacola	Escambia	FL	32505
75	200	USAF HURLBURT FIELD RECYCLING CENTER - HURLBURT FIELD	County	202 WALKUP WAY	Hurlburt Field	Okaloosa	FL	32544
76	200	WMIF OKALOOSA COUNTY TS	County	630 TRANSIT WAY	Fort Walton Beach	Okaloosa	FL	32548
77	200	SOUTHERN SCRAP COMPANY, INC.	County	2911 NORTH PALAFOX STREET	Pensacola	Escambia	FL	32501
79	200	ARMSTRONG WORLD INDUSTRIES, INC.	County	300 MYRICK STREET	Pensacola	Escambia	FL	32505
80	200	SOUTHERN RECYCLING, LLC-1000 S MYRICK PENSACOLA	County	1000 S MYRICK STREET	Pensacola	Escambia	FL	32505
81	200	US MARINE CORPS SUPPORT FACILITY BLOUNT ISLAND	County	5880 CHANNEL VIEW DRIVE	Jacksonville	Duval	FL	32226
84	200	REPUBLIC SERVICES RECYCLING CENTER (IMESON)	County	7000 IMESON ROAD	Jacksonville	Duval	FL	32219
86	200	GEL CORPORATION	Private	4031 N. LIBERTY STREET	Jacksonville	Duval	FL	32206
87	200	BERMAN BROS. INC.	County	2500 EVERGREEN AVE	Jacksonville	Duval	FL	32206
88	200	REPUBLIC SERVICES OF FLORIDA	County	2127 HUBBARD STREET	Jacksonville	Duval	FL	32206
89	200	REPUBLIC SERVICES/SOUTHLAND RECYCLING--JACKSONVILLE	County	2120 NORTH MARKET STREET	Jacksonville	Duval	FL	32206
90	200	CMC RECYCLING - JACKSONVILLE	County	2038 LANE AVENUE NORTH	Jacksonville	Duval	FL	32254
91	200	USPS - JACKSONVILLE	County	1100 KINGS ROAD	Jacksonville	Duval	FL	32203
92	200	TMR - JACKSONVILLE	County	1352 WEST BEAVER STREET	Jacksonville	Duval	FL	32209
93	200	WESTROCK-JACKSONVILLE NORTH	County	1580 WEST BEAVER STREET	Jacksonville	Duval	FL	32209
94	200	PUBLIX SUPER MARKETS JACKSONVILLE DIVISION	Private	9786 WEST BEAVER STREET	Jacksonville	Duval	FL	32220
96	200	GERDAU AMERISTEEL US INC.	Private	16770 REBAR ROAD	Baldwin	Duval	FL	32234
97	200	LEGIE E-SCRAP RECYCLING-JACKSONVILLE	County	8030 PHILIPS HIGHWAY	Jacksonville	Duval	FL	32256
98	200	SCRAP METAL TRADING CORP.	County	3041 NORTH FORSYTH ROAD	Winter Park	Orange	FL	32792
99	200	RECYCLING CENTER INC - RAIL YARD	County	597 NORTH MARION AVENUE	Lake City	Columbia	FL	32055
100	200	ROSEMARY HILL SOLID WASTE MGT. FAC. (CLOSED LFS)	Municipal	3545 ROSEMARY HILL ROAD	Green Cove Springs	Clay	FL	32043
101	200	CLAY COUNTY ENVIRONMENTAL SERVICES	Private	3545 ROSEMARY HILL ROAD	Green Cove Springs	Clay	FL	32043
103	200	WASTE PRO RECYCLE & SALVAGE	Private	671 HOLMES BLVD	St Augustine	St. Johns	FL	
104	200	SUWANNEE SALVAGE INC	County	13396 76TH STREET	Live Oak	Suwannee	FL	32060
105	200	WASTE PRO OF FLORIDA INC.	County	170 COUNTY LANDFILL ROAD	Palatka	Putnam	FL	32177
106	200	ALACHUA COUNTY BOCC MATERIAL RECOVERY FACILITY	County	5121 NORTHEAST 63 AVENUE	Gainesville	Alachua	FL	32609

Table 4. Material Recovery Facility Inventory of Solid Waste Facilities - Leon County								
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
107	200	CMC RECYCLING - GAINESVILLE	County	1508 NORTHWEST 55TH PLACE	Gainesville	Alachua	FL	32653
108	200	1ST COAST RECYCLING-PALATKA	County	108 SEABOARD DR	Palatka	Putnam	FL	32177
109	200	RECYCLING SERVICES OF AMERICA, INC.	County	2874 NE 1ST TERRACE	Gainesville	Alachua	FL	32609
110	200	TMR - GAINESVILLE	County	817 NE WALDO ROAD	Gainesville	Alachua	FL	32641
113	200	SCRAP ALUMINUM PROCESSORS TWO - JACKSONVILLE	County	10931 BEACH BOULEVARD	Jacksonville	Duval	FL	32246
118	200	COMMERCIAL METALS COMPANY	Private	7100 NW GAINESVILLE ROAD	Ocala	Marion	FL	34475
119	200	TMR - OCALA 31ST STREET	Private	1854 NW 31ST STREET	Ocala	Marion	FL	34475
121	200	ABC/SVINGA BROTHERS CORP.	County	20206 NORTHEAST 9TH STREET	Ocala	Marion	FL	34470
122	200	WASTE PRO OCALA MRF	County	3621 NORTHWEST 10TH STREET	Ocala	Marion	FL	34475
123	200	TMR - OCALA 6TH STREET	County	2402 NW 6TH STREET	Ocala	Marion	FL	34475
124	200	UNITED AMERICAN RECYCLING SERVICES, LLC	County	3100 SW 3RD STREET; SUITE #B	Ocala	Marion	FL	34474
125	200	GOODWILL INDUSTRIES-SUNCOAST, INC.-MARION COUNTY	Private	2830 SOUTHWEST 27TH AVENUE	Ocala	Marion	FL	34474
128	200	REPUBLIC SERVICES - LAKE CITY	County	13331 S US HWY 441	Lake City	Columbia	FL	32025
129	200	DOMINION METAL RECYCLING CENTER-WILDWOOD	County	4316 COUNTY ROAD 124A	Wildwood	Sumter	FL	34785
130	200	PROGRESS RAIL SERVICES CORP.	County	4198 E. C-462	Wildwood	Sumter	FL	37485
134	200	INTER-COUNTY RECYCLING, INC.	County	1801 WEST GULF TO LAKE HIGHWAY	Lecanto	Citrus	FL	34461
139	200	AMERICAN STEEL PROCESSING CO	County	3830 ROGERS INDUSTRIAL PARK RD.	Okahumpka	Lake	FL	34762
141	200	RECYCLING SERVICES OF FLORIDA, INC.-ZELLWOOD	County	6161 JONES AVENUE	Zellwood	Orange	FL	32798
144	200	HERNANDO COUNTY NORTHWEST LF	County	14450 LANDFILL RD	Brooksville	Hernando	FL	34614
146	200	LAND O LAKES RECYCLING	Private	20 EAST DR. MARTIN LUTHER KING JR. BLVD	Brooksville	Hernando	FL	34601
147	200	GOODWILL INDUSTRIES-SUNCOAST, INC.-HERNANDO COUNTY	Private	4750 COMMERCIAL WAY	Spring Hill	Hernando	FL	34606
148	200	RAMM RECYCLING - SPRING HILL	County	15730 COUNTY LINE ROAD	Spring Hill	Pasco	FL	34610
151	200	COUNTY RECYCLING INC	County	12021 HICKS ROAD	Hudson	Pasco	FL	34669
152	200	RAMM RECYCLING- ZEPHYRHILLS	County	9113 WIRE ROAD	Zephyrhills	Pasco	FL	33540
153	200	STR RECYCLING & INDUSTRIAL STEEL	County	6805 RIDGE ROAD	Port Richey	Pasco	FL	34668
154	200	LAND O' LAKES RECYCLING-LAND O' LAKES	County	5710 LAND O' LAKES BOULEVARD	Land O Lakes	Pasco	FL	34639
155	200	PASCO IRON & METAL	County	21240 LAKE PATIENCE RD	Land O Lakes	Pasco	FL	34638
156	200	GOODWILL INDUSTRIES-SUNCOAST, INC.- PASCO COUNTY	County	2390 OAK WILLOW DRIVE	Wesley Chapel	Pasco	FL	33544
157	200	KEA METAL RECYCLING, INC.	Private	806 ANCLOTE ROAD	Tarpon Springs	Pinellas	FL	34689
158	200	BEST METAL RECYCLING OF TARPON SPRINGS, INC.	Private	1599 RAINVILLE RD	Tarpon Springs	Pinellas	FL	34689
159	200	SHRED-IT - TAMPA	Private	9207 PALM RIVER ROAD	Tampa	Hillsborough	FL	33619
160	200	VRC COMPANIES LLC	County	401 COMMERCE BLVD	Oldsmar	Pinellas	FL	34677
161	200	CITY OF CLEARWATER	Private	1701 N HERCULES AVE	Clearwater	Pinellas	FL	33765
162	200	TMR - CLEARWATER	County	2032 GENTRY STREET	Clearwater	Pinellas	FL	33765
163	200	BEST METAL RECYCLING, INC.	Private	15122 63RD ST. N	Clearwater	Pinellas	FL	33760

Material Recovery Facility		
MILES	OWNERSHIP	COUNT
25	Municipal	4
25	Private	2
100	Municipal	7
100	Private	4
200	Municipal	55
200	Private	17



Legend

MATERIAL RECOVERY FACILITY

●

Municipal

●

Private

Leon County

Distance

25 Miles

50 Miles

100 Miles

200 Miles

FIGURE 4
INVENTORY OF SOLID WASTE FACILITIES
MATERIAL RECOVERY FACILITY
LEON COUNTY, FLORIDA

SCS ENGINEERS

0 20 40

Posted November 9, 2020

Miles

Tampa, FL

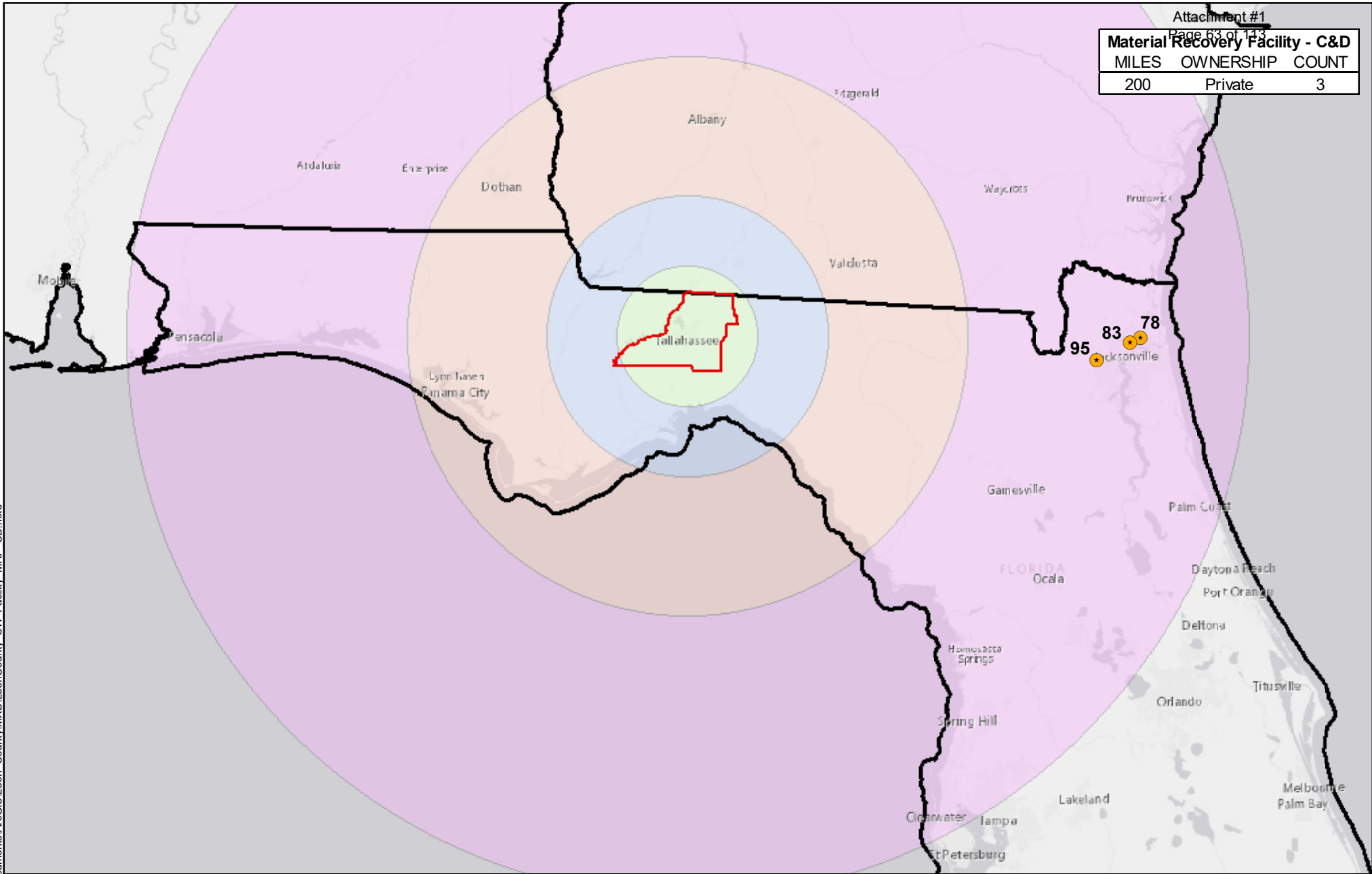
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Table 5. Material Recovery Facility - C & D Inventory of Solid Waste Facilities - Leon County								
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
78	200	COASTAL RECYCLING SERVICES LLC (AKA BLASIOUS RD MRF)	Private	11011 BLASIOUS ROAD	Jacksonville	Duval	FL	32226
83	200	REALCO RECYCLING CO., INC. MRF	Private	8707 SOMERS RD	Jacksonville	Duval	FL	32226
95	200	WHITEHOUSE RECYCLING (A/K/A COXWELL MRF)	Private	10419 GENERAL AVENUE	Jacksonville	Duval	FL	32220





Legend


MATERIAL RECOVERY FACILITY - C&D Distance

 Private

 Leon County

 25 Miles

 50 Miles

 100 Miles


 200 Miles

FIGURE 5
INVENTORY OF SOLID WASTE FACILITIES
MATERIAL RECOVERY FACILITY- C AND D
LEON COUNTY, FLORIDA



Posted November 9, 2020

Tampa, FL

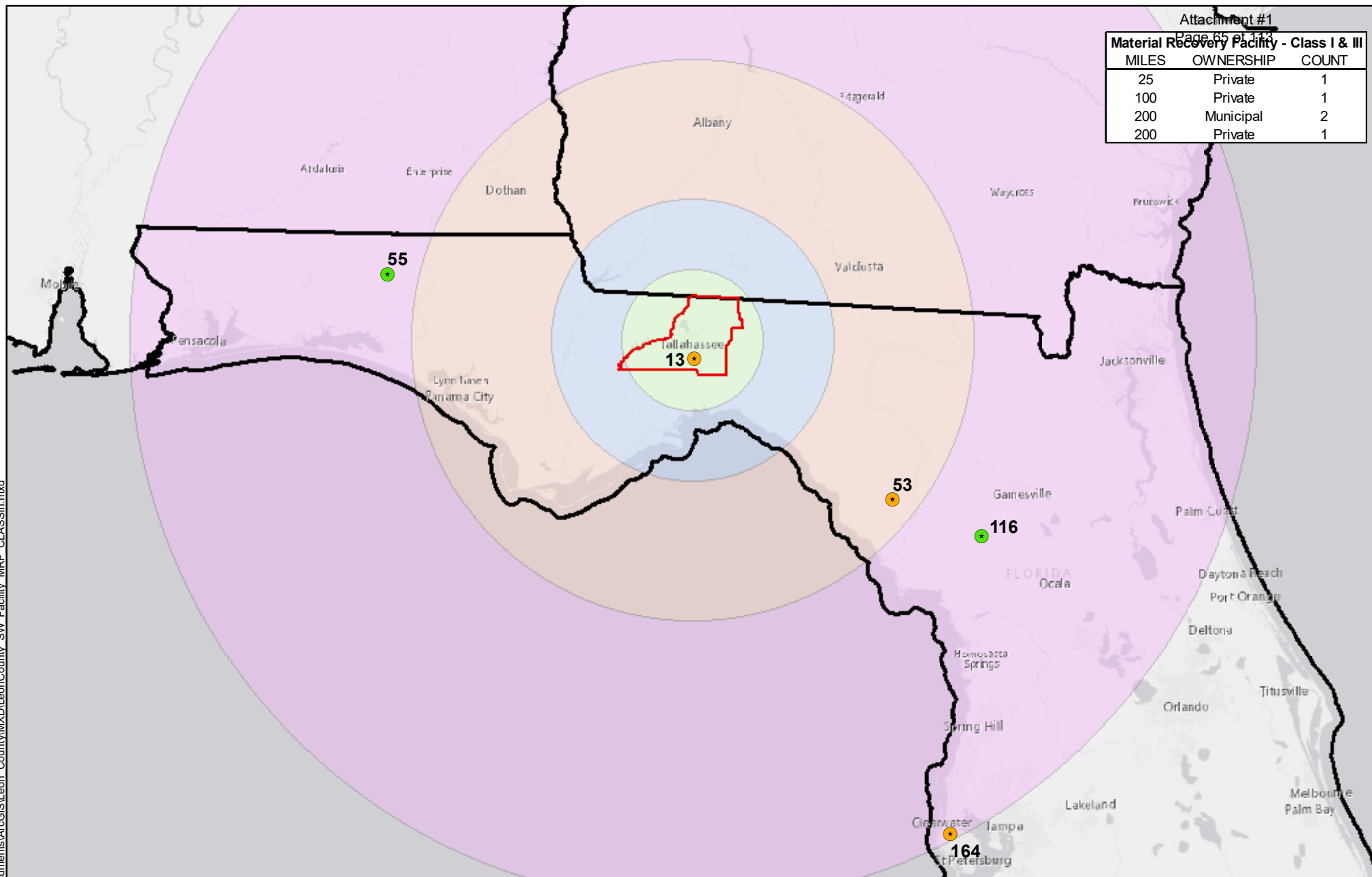
April 2020

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Table 6. Material Recovery Facility - Class I & III Inventory of Solid Waste Facilities - Leon County								
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
13	25	MARPAN SUPPLY COMPANY INC	Private	222 E. PERSHING STREET	Tallahassee	Leon	FL	32301
53	100	DIXIE WASTE SERVICES GASIFICATION PLANT/INCINERATOR T/S	Private	322 NE 264TH STREET	Cross City	Dixie	FL	32628
55	200	WALTON COUNTY CENTRAL LANDFILL	County	1118 WWII VETERANS ROAD	Defuniak Springs	Walton	FL	32433
116	200	LEVY COUNTY SOLID WASTE MANAGEMENT FACILITY	County	12051 NE 69TH LANE	Williston	Levy	FL	32696
164	200	ANGELO'S RECYCLED MATERIALS - LARGO MRF	Private	1755 20TH AVENUE SE	Largo	Pinellas	FL	33771

Material Recovery Facility - Class I & III		
MILES	OWNERSHIP	COUNT
25	Private	1
100	Private	1
200	Municipal	2
200	Private	1



Legend

MRF - CLASS I & III Distance

- Municipal
- Private
- Leon County
- 25 Miles
- 50 Miles
- 100 Miles
- 200 Miles

FIGURE 6
INVENTORY OF SOLID WASTE FACILITIES
MATERIAL RECOVERY FACILITY- CLASS I AND III
LEON COUNTY, FLORIDA

SCS ENGINEERS

Tampa, FL

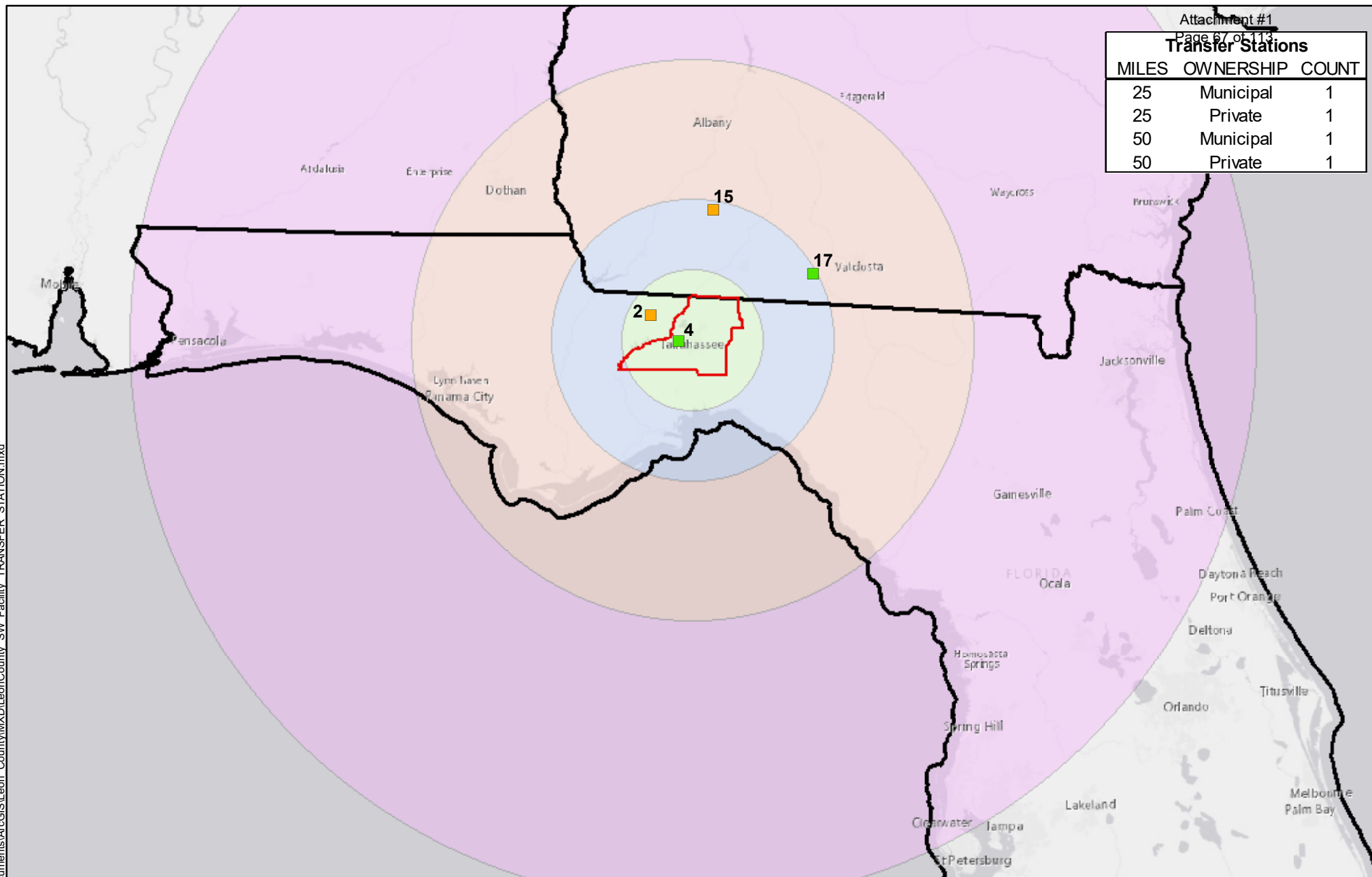
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Miles
Posted November 9, 2020

Table 7. Material Recovery Facility - Class I & III Inventory of Solid Waste Facilities - Leon County								
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
13	25	MARPAN SUPPLY COMPANY INC	Private	222 E. PERSHING STREET	Tallahassee	Leon	FL	32301
53	100	DIXIE WASTE SERVICES GASIFICATION PLANT/INCINERATOR T/S	Private	322 NE 264TH STREET	Cross City	Dixie	FL	32628
55	200	WALTON COUNTY CENTRAL LANDFILL	County	1118 WWII VETERANS ROAD	Defuniak Springs	Walton	FL	32433
116	200	LEVY COUNTY SOLID WASTE MANAGEMENT FACILITY	County	12051 NE 69TH LANE	Williston	Levy	FL	32696
164	200	ANGELO'S RECYCLED MATERIALS - LARGO MRF	Private	1755 20TH AVENUE SE	Largo	Pinellas	FL	33771

Transfer Stations

MILES	OWNERSHIP	COUNT
25	Municipal	1
25	Private	1
50	Municipal	1
50	Private	1



Legend

TRANSFER STATIONS Distance

■ Municipal	■ 25 Miles
■ Private	■ 50 Miles
■ Leon County	■ 100 Miles
	■ 200 Miles

FIGURE 7
INVENTORY OF SOLID WASTE FACILITIES
TRANSFER STATIONS
LEON COUNTY, FLORIDA

SCS ENGINEERS

Tampa, FL

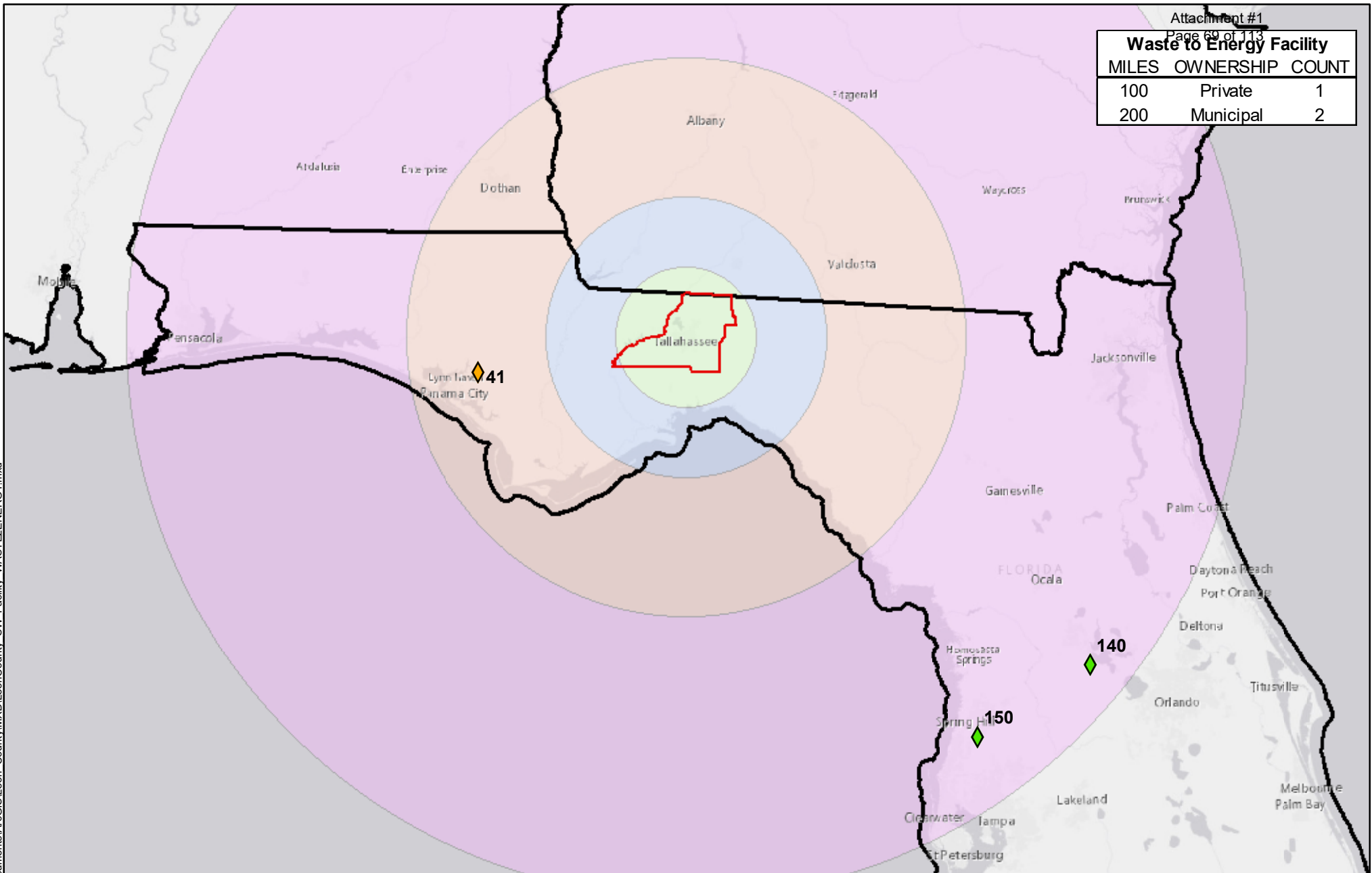
April 2020

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Miles
Posted November 9, 2020



Table 8. Material Recovery Facility - Transfer Stations Inventory of Solid Waste Facilities - Leon County								
OBJECTID	Distance (Mi)	FACILITY NAME	OWNERSHIP	ADDRESS	CITY	COUNTY	STATE	ZIPCODE
41	100	BAY COUNTY WASTE TO ENERGY FACILITY	Private	6510 BAY LINE DRIVE	Panama City	Bay	FL	32404
140	200	LAKE COUNTY RESOURCE RECOVERY (COVANTA INC.)	County	3830 ROGERS INDUSTRIAL PARK ROAD	Okahumpka	Lake	FL	
150	200	PASCO COUNTY RESOURCE RECOVERY	County	14230 HAYS RD	Spring Hill	Pasco	FL	34610

Waste to Energy Facility		
MILES	OWNERSHIP	COUNT
100	Private	1
200	Municipal	2



Legend









WASTE TO ENERGY Distance	
 Municipal	 25 Miles
 Private	 50 Miles
 Leon County	 100 Miles
	 200 Miles

FIGURE 8
INVENTORY OF SOLID WASTE FACILITIES
WASTE TO ENERGY FACILITIES
LEON COUNTY, FLORIDA

SCS ENGINEERS

0 20 40
Miles

Posted November 9, 2020



Attachment 2
Task 3 Memorandum – Recycling Needs Analysis



Tallahassee-Leon County Office of Economic Vitality prepares population growth projections based on the University of Florida, Bureau of Economic and Business Research (BEBR) data. The population presented in **Table 1** presents an average annual growth rate ranging from 2.4% to 6.3% between 1930 and 2000, decreasing to an average of 1.5% annually through 2010 and then an annual average of 0.8% through 2020. Going forward, the County's average population growth rate is projected to continue generally decreasing through 2045. In short, the County's population grew rapidly in the second half of the 20th Century, but has slowed in the past few decades. Population projections continue to indicate modest population growth over the planning horizon. **Figure 1** graphically presents the projected population for both the City and County.

POPULATION

2 COUNTY AND CITY GROWTH PROJECTIONS

SCS projected and analyzed the County and City's waste quantities for the next ten years and beyond using factors such as current waste generation rates, population growth, transportation systems, and land use planning. Future waste quantities were projected based on population growth rate factors and were categorized by sector and individual waste type, as well as the single-stream recyclable material portion under direct control of the County and City. To help inform the projection analysis, policies and legislation governing the County's and City's solid waste management programs were also reviewed. Based on the information gathered from the projected waste generation rates and Task 2 analysis, SCS identified unmet recycling needs, opportunities to improve the financial viability of the County and City's single stream recycling program, as well as opportunities to contribute positively to their long-term sustainability.

1 MEMORANDUM OVERVIEW

TO: Andrew Johnson, MPA/MSP, Leon County
Robert Wigen, City of Tallahassee

FROM: Katherine Hinojosa, SCS Engineers
Stacey Demers, SCS Engineers
Daniel Dietch, SCS Engineers

SUBJECT: Recycling Options Analysis
Task 3 – Recycling Needs Analysis

MEMORANDUM

September 2, 2020
File No. 09220053.00

MEMORANDUM
September 2, 2020
Page 2

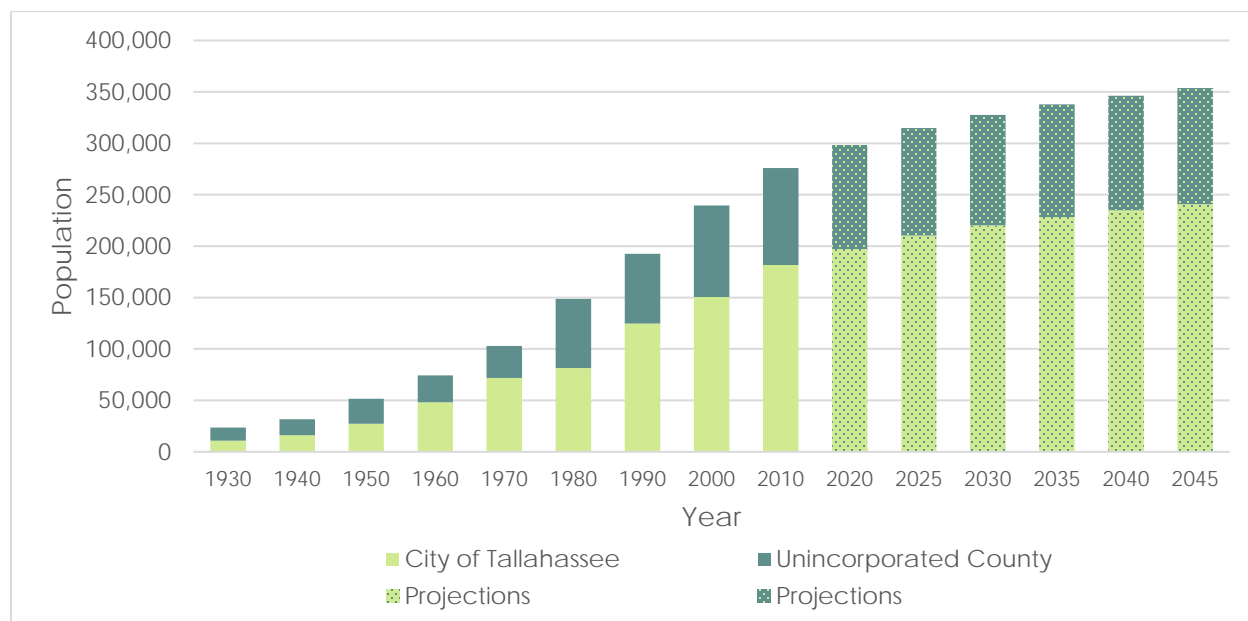
Table 1. Historical and Projected Population Growth Projections

Year	City of Tallahassee		Unincorporated County		Leon County	
	Population	Growth Rate ¹	Population	Growth Rate ¹	Population	Growth Rate ¹
1930	10,700	--	12,776	--	23,476	--
1940	16,240	5.2%	15,406	2.1%	31,646	3.5%
1950	27,237	6.8%	24,353	5.8%	51,590	6.3%
1960	48,174	7.7%	26,051	0.7%	74,225	4.4%
1970	71,897	4.9%	31,150	2.0%	103,047	3.9%
1980	81,548	1.3%	67,107	11.5%	148,655	4.4%
1990	124,773	5.3%	67,720	0.1%	192,493	2.9%
2000	150,624	2.1%	88,828	3.1%	239,452	2.4%
2010	181,376	2.0%	94,111	0.6%	275,487	1.5%
2020	197,100	0.9%	101,200	0.8%	298,300	0.8%
2025	210,300	1.3%	104,600	0.7%	314,900	1.1%
2030	220,200	0.9%	107,300	0.5%	327,500	0.8%
2035	228,400	0.7%	109,400	0.4%	337,800	1.1%
2040	235,000	0.6%	111,200	0.3%	346,200	0.5%
2045	240,900	0.5%	112,800	0.3%	353,700	0.4%

Note:

1) Average annual growth rate.

Figure 1. Historical and Projected Population



From 2018 to 2030, the County's population (inclusive of the City) is projected to grow by 12% or 35,100 people. From 2018 to 2040, population is projected to grow 18.4% or 53,800 people.

TRANSPORTATION AND LAND USE

Population growth generally correlates to increased waste generation. To help inform this analysis, the Tallahassee-Leon County 2030 Comprehensive Plan (Comprehensive Plan) and the Future Land Use (FLU) maps were reviewed. The Tallahassee-Leon County GIS GeoData Hub was also reviewed for current zoning information. Districts within City limits are predominantly zoned for residential preservation. University transition, open space, and light industrial zones are generally depicted near the City's Central Core. The immediate outskirts of the City have few residential preservation districts, beyond which is the rural zone.

The Comprehensive Plan's Mobility Element was reviewed for future transportation projects. In general, most proposed transportation system management projects and proposed new roadways are located within the City. The Leon County Cost Feasible Plan shows new roads proposed within City limits, whereas the widening of existing roads is proposed for County projects in future years (2031-2040).

The County FLU map was reviewed for future land use areas. The map designated the majority of unincorporated County land as recreation/open space/open space stormwater facilities towards the south; rural/unincorporated areas to the east and northwest; and agriculture/silviculture conservation land to the north. These land use areas are intended to promote natural resource-based activities and preserve natural systems and ecosystem function. Urban services are not planned or programmed for the majority of these areas. Few and sparse areas within the outskirts of the City are intended for residential preservation and rural communities. The Tallahassee Urban FLU map showed residential preservation areas projecting out north, northeast, and northwest from the Central Core, the residential areas are bordered by suburban and urban residential areas.

A review of land use policies stated that schools should be located proximate to town or neighborhood centers, higher density residential areas, and primary open space systems when feasible. Based on this information, future school locations should serve as precursors to anticipated population growth.

The projected schools ten-year outlook map showed a new school to be built southeast of the Apalachee Parkway and Capital Circle intersection. This proposed school location appears to be correlated to the Southeast Sector planned development project. The goal of the project is to encourage quality land development and redevelopment to result in increased population growth toward the southern part of the City urban areas; to retain and increase employment opportunities; and to attain an income mix in the Southern Strategy area comparable to the remainder of the urbanized County.

Based on the plans and projected schools assessment, potential areas of waste generation growth were identified. Waste growth areas are generally expected to occur within City limits based on zoning districts, future land use areas, and anticipated transportation projects. The largest concentration of development expected to occur within the Welaunee Critical Planning Area and the Southeast Sector planned development will likely be correlated to increased waste generation.

The expected population growth over the next 25 years is relatively modest when compared to the population growth experienced between 1960 and 2019. Considering the majority of the projected growth is expected to occur within the City, the existing solid waste and recyclables collection services agreement can accommodate the expected growth; the same conclusion is reached for the

MEMORANDUM
September 2, 2020
Page 4

County. In short, the increases in solid waste and recyclables over the planning period can be managed using existing infrastructure.

3 PROJECTED WASTE GENERATED, RECYCLED, AND LANDFILLED

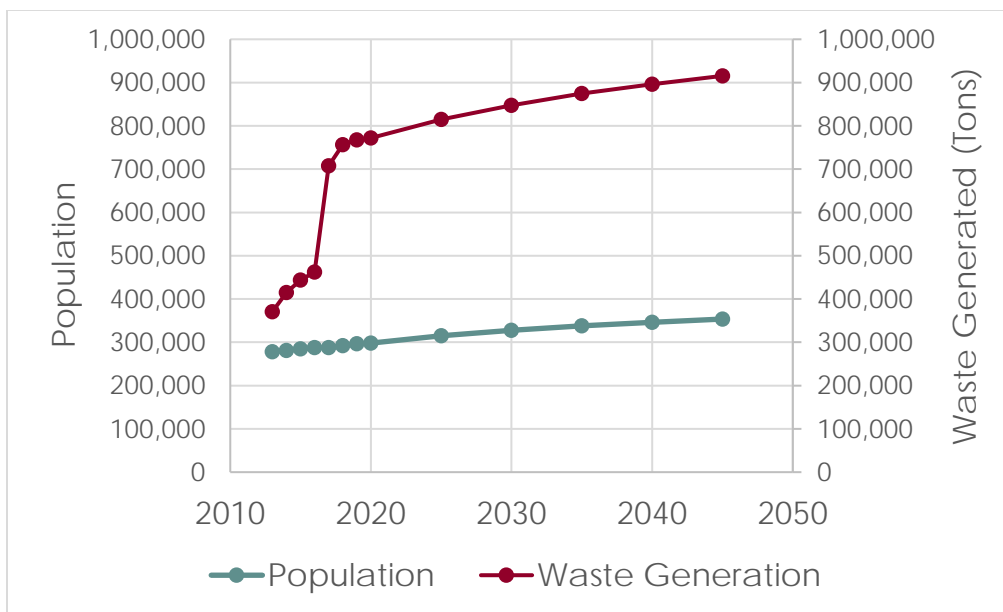
WASTE GENERATION

Solid waste generation data was obtained from Florida Department of Environmental Protection's (FDEP's) Solid Waste Management Plan for years 2013 through 2018. In 2018, the County (inclusive of the City) generated 756,800 tons of waste or 5.7 pounds per resident per day. After 2018, projected waste generation was escalated based on population growth rates. Assuming per capita waste generation remains constant, the County is expected to generate 847,000 tons of waste in 2030, which is 90,900 more tons than were generated in 2018. In 2040, annual waste generation is expected to be 896,100 tons, which is 139,300 more than was generated in 2018.

Figure 2 presents the projected total waste generation growth in comparison to the projected total population growth. There was a sharp increase in waste generation from 2016 to 2017 which is due to the County gathering and reporting non-certified C&D tonnage (primarily concrete and asphalt) that was not previously reported. The change in the reporting approach was based on new guidance from FDEP. As stated in the Task 2 Memorandum, FDEP defines "certified tonnage" as being processed by a Florida businesses dealing with over 600 tons per year of any recovered material (e.g., paper, glass, plastic, metals/aluminum, textiles, and/or non-tire rubber). Such businesses are required by law to apply for annual certification and report their recovered materials. Similar waste generation quantities were affirmed in 2018; therefore waste generation projections after 2018 assume similar annual quantities of C&D materials.

FDEP reports include both MSW and C&D in waste generation, disposal, and recycling summaries. FDEP further classifies recycling and disposal by sector (single-family residential, multi-family residential, and commercial); however, it does not detail the quantities of C&D and MSW that were generated, disposed, or recycled by sector. The purpose of presenting this information is to present the context for increasing recycling as a whole to enhance the County's and City's sustainability goals and meet the 75% State recycling goal rather than address the financial viability of the current single stream recycling program. Further analysis is presented below that addresses the waste generation by sector and recyclable materials under control of the County and City.

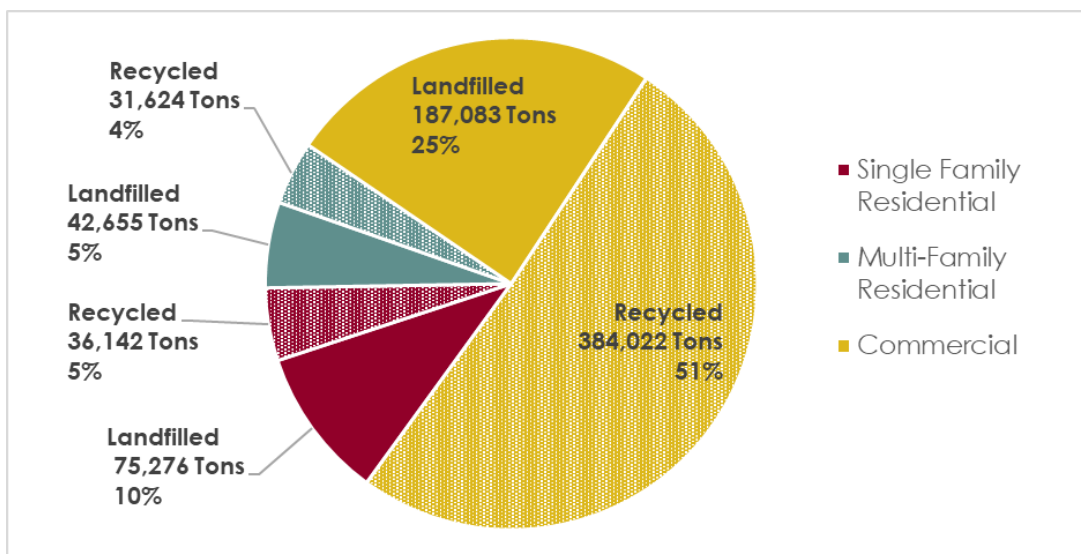
Figure 2. Projected Population and Waste Generation



SECTOR AND DISPOSITION

Figure 3 presents the generating sector and disposition (recycled or landfilled) of the 756,800 tons of waste generated in the County and City during 2018.

Figure 3. 2018 Waste Generation by Sector and Disposition



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Table 2 presents projected annual recycled tonnage and **Table 3** presents projected annual landfilled tonnage. Recycled and landfilled projections assume that the waste generation rate of 5.7 pounds per resident per day remains constant and that the proportion of material recycled (or diverted) remains constant. Annual recycling tonnage is expected to increase about 54,200 tons from 2018 to 2030 and 83,000 tons from 2018 to 2040. The majority of recycled material (about 61%) will originate from the commercial sector. However, it should be noted that not all of the recyclable material is under the direct control of the County and City.

Table 2. Projected Annual Recycling Tons by Sector

Year	Residential		Commercial	Total
	Single-Family	Multi-Family		
Baseline				
2018	36,100	31,600	384,000	451,700
Projections				
2020	36,800	32,200	391,800	460,800
2025	38,800	34,000	413,600	486,400
2030	40,400	35,400	430,100	505,900
2035	41,700	36,500	443,600	521,800
2040	42,700	37,400	454,600	534,700

Annual landfilled tonnage is expected to increase about 36,700 tons from 2018 to 2030 and 56,300 tons from 2018 to 2040. The majority of landfilled waste (about 85%) will originate from the commercial sector.

Table 3. Projected Annual Landfilled Tons by Sector

Year	Residential		Commercial	Total
	Single-Family	Multi-Family		
Baseline				
2018	75,300	42,700	187,100	305,100
Projections				
2020	76,900	43,600	190,900	311,400
2025	81,200	46,000	201,500	328,700
2030	84,400	47,800	209,600	341,800
2035	87,100	49,300	216,200	352,600
2040	89,300	50,500	221,600	361,400

The data presented above helps sets the context for waste generation and disposition generally. However, as reflected in the Task 2 Memorandum, it is important to recognize that the County and

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City only have direct control over a portion of the total recyclable stream (i.e., Program Recyclables). **Table 4** presents the current tonnage under County and City control, which is projected over the study period. It should be noted the baseline value for 2018 is generally consistent with the inbound tonnage reported by Marpan for the period between 2014 and 2017. The County and City values are escalated separately based on data provided by the University of Florida, Bureau of Economic and Business Research (2020-2045 Leon County projections) and are rounded to two significant digits except for the City's office paper values.

Table 4. Projected Annual County and City Recycling Tons by Source

Year	County			City				Total
	Curbside	RWSC ¹	Other ²	SS ³ Residential	SS ³ Commercial	OCC ⁴	OP ⁵	
Baseline								
2018	7,469	347	221	6,680	1,608	4,476	13	20,813
Projected								
2020	8,000	400	200	7,300	1,700	4,900	14	22,500
2025	8,300	400	200	7,700	1,900	5,200	15	23,700
2030	8,500	400	300	8,100	2,000	5,400	15	24,700
2035	8,700	400	300	8,400	2,000	5,600	16	25,400
2040	8,800	400	300	8,700	2,100	5,800	16	26,000

NOTES:

- 1) Rural Waste Service Centers.
- 2) County and other events (excluding the City's Cash for Trash Program).
- 3) Single Stream.
- 4) Old Corrugated Cardboard.
- 5) Office Paper

LANDFILLED WASTE COMPOSITION

Recycling rate improvement depends on diverting certain material types out of the landfilled waste. The composition of the County's landfilled waste can be estimated through two sources:

1. FDEP 2018 Annual Solid Waste Management Report – FDEP uses an in-house program called WasteCalc to estimate material types and quantities in landfilled waste for each Florida county annually, and
2. The 2011 Waste Characterization Study – This study acquired and sorted multiple samples from the Leon County Transfer Station to estimate the material types and quantities being disposed. This waste stream generally excludes C&D.

While the FDEP's method is more current, it is not necessarily customized to reflect conditions in the County and City. The 2011 Waste Characterization Study is directly applicable to the County and City but it is currently almost ten years old and it summarizes the materials disposed at the Leon County Transfer Station which does not receive loads of C&D. Results of both methods are similar and are presented in **Table 5**.

Table 5 Waste Composition

Material Type		FDEP WasteCalc				2011 Waste Characterization Study			
		Annual Tons		Proportion		Annual Tons		Proportion	
Paper	Newspaper *	5,600	76,100	1.8%	23.8%	6,700	76,300	2.1%	23.9%
	Corrugated Paper *	15,900		5.0%		18,500		5.8%	
	Office Paper *	5,100		1.6%		9,300		2.9%	
	Other Recyclable Paper	49,500		15.5%		14,700		4.6%	
	Other Compostable Paper					27,100		8.5%	
Plastic	Plastic Bottles *+	8,400	44,800	2.6%	14.0%	18,200	18,200	5.7%	5.7%
	Other Plastics	36,400		11.4%		NA		NA	
Metal	Aluminum Cans *	1,900	13,300	0.6%	4.2%	3,200	11,200	1.0%	3.5%
	Steel Cans *	3,300		1.0%		3,500		1.1%	
	Ferrous Metals	4,500		1.4%		2,900		0.9%	
	White Goods	2,000		0.6%		NA		NA	
	Non Ferrous Metal	1,600		0.5%		1,600		0.5%	
Glass *		9,000		2.8%		14,700		4.6%	
Textiles		10,100		3.2%		11,200		3.5%	
Food		41,000		12.8%		36,400		11.4%	
Yard Trash *		11,500		3.6%		8,300		2.6%	
Tires		900		0.3%		300		0.1%	
C&D Debris		74,100		23.2%		7,700		2.4%	
Miscellaneous		38,600		12.1%		135,100		42.3%	
Total		319,400		100.0%		319,400		100.0%	

* The Legislature established a goal of recycling a "significant portion" of at least four out of these eight materials.

+ FDEP models Plastic Bottles whereas the 2011 Waste Characterization Study assessed Plastic Bottles & Containers.

Each approach provides insights into opportunities to expand recycling in furtherance of the County's and City's sustainability goals as well as the State's 75% recycling goal. In addition, the findings identify opportunities to focus on higher value commodities such as corrugated paper, and plastic containers that can offset the cost of recyclable material processing. Specifically, waste diversion opportunities are evident for:

- **Recyclable Paper** – Between 8% and 15% of disposed waste is recyclable paper (e.g., newspaper, corrugated cardboard, office paper), which accounts for 26,600 to 49,200 tons annually.

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- **Plastic Bottles and Containers** – FDEP models only plastic bottles whereas the 2011 Waste Characterization Study assessed plastic bottles and containers. About 5% of landfilled waste, 18,200 tons annually, is divertible.
- **Food** – Between 11.4% and 12.8% of landfilled waste is food, which accounts for 36,400 to 41,000 tons annually.

It should be noted that the two methods differ significantly in the proportion of landfilled waste that is comprised of C&D. As stated above C&D is generally not delivered to the County's Transfer Station.

4 LEGISLATION AND POLICIES

State and local legislation and policies guide and influence solid waste management within Leon County. The purpose is both aspirational, in terms of reducing wastes and establishing recycling goal, and practical, in terms of establishing a regulatory framework and reporting requirements. The following sections present an overview of applicable state and local legislation and policies.

STATE OF FLORIDA

The Florida Legislature enacted House Bill 7135 in 2008, which created Section 403.7032, Florida Statutes. This legislation established a statewide 75% goal to be achieved by 2020. As part of this legislation, FDEP prepared a *75% Recycling Goal Report to the Legislature* (Report) in 2010. This report was developed based on input from public and private stakeholders and identified key success factors such as the role of education, target waste stream components and sectors such as C&D, organics, and commercial recyclables, as well as innovative recycling programs such as pay-as-you-throw and single stream recycling. Subsequently, Florida Legislature enacted House Bill 7243 in 2010, which addressed several of the issues discussed in the Report including establishing interim recycling goals, technical assistance, reporting, and a focus on residential and commercial recycling and composting and C&D recycling.

Florida's 75% recycling goal is weight-based, meaning that for every 100 tons of solid waste collected, 75 tons must be recycled (of used as an energy source). However, such an approach treats all waste stream components equally and thus has inherent limitations due to the varied composition of the waste stream as well as challenges in the recycling commodity markets. Also, if a community excels at source reduction, it can result in a lower recycling rate. To address this challenge, many communities are exploring strategies that recognize the differences in the waste stream components. This approach is generally known as sustainable materials management (SMM). The US Environmental Protection Agency defines SMM as "a systemic approach to using and reusing materials more productively over their entire life cycles." As it relates to Florida, the Hinkley Center for Solid and Hazardous Waste Management is sponsoring research that is exploring potential alignment between SMM principles and the 75% recycling goal.

In the meantime, each Legislative session, recycling-related bills are introduced and often "die" in committee. More recently, bills have focused on recycling contamination. Currently, House Bill 73 may impact the County and City in the future, if approved by the Governor. Specifically, this House Bill 73 requires contracts between local governments and residential recycling collectors or recovered materials processing facilities (i.e., MRF's) to define and address contamination. If approved, a residential recycling collector or recovered materials processing facility is not required to collect, transport, or process contaminated recyclable material, except pursuant to a contract

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consistent with the bill. House Bill 73 applies to contracts that are executed or renewed after October 1, 2020.

House Bill 73 is not expected to have a significant impact on the County or City in the near term. On the collection side, the County's collection agreement was recently extended to September 2023 and the City's collection agreement expires in September 2026. The County's recycling processing agreement with Marpan was also recently extended, with an option to extend it through September 2021. The initial term of the City's recycling processing agreement with Marpan expires on September 30, 2023. If the legislation passes, both the County and City can address all of the required provisions. Fortunately, the level of contamination reported by Marpan is less than 10%.

All current Florida Recycling Statutes and Rules can be found here:

<https://floridadep.gov/waste/waste-reduction/content/florida-recycling-statutes-and-rules>.

COUNTY AND CITY

The Tallahassee-Leon County Comprehensive Plan was adopted on July 16, 1990. The most recent amendments were adopted January 19, 2020, although there were no changes to the Solid Waste element. The Primary solid waste goal is to: "Provide an environmentally sound, sustainable, and cost effective integrated solid waste materials management system to serve the needs of Tallahassee-Leon County residents, businesses, and institutions. The management principles shall include the following in order: Prevention, Reduction, Re-use, Recycling, and Disposal." A second goal related to managing hazardous wastes. The objectives and policies support the goals.

Leon County adopted its Integrated Sustainability Action Plan in April 2019 and includes waste reduction goals and action items. The waste reduction element of the Sustainability Action Plan is aligned with the State's 75% recycling goal and also identifies the opportunity to increase commercial recycling through increased participation. In addition, many of the action items emphasize the importance of awareness, education, and behavior change to achieve waste reduction.

OTHER CONSIDERATIONS

In addition to state and local legislation and policies, there are other factors that impact recycling. Specifically, the products recovered through recycling are commodities that are sold in an international marketplace, which is affected by international policies. Historically, China was the largest recyclable commodities importer in the world. Starting in 2013, China established the Green Fence policy that imposed import restrictions and increased inspection requirements. Since then many more policies were implemented that further restricted imports, culminating with the National Sword policy in 2018 that banned the import of most plastics and other materials and established strict contamination standards. As imports to China decreased, other Southeast Asian countries and India increased their imports. However, more recently, these countries have also implemented strict import standards for recyclable materials. This has adversely impacted global recycling markets and the costs (i.e., lost value) have ultimately been passed along to residential and commercial customers. Figure 4 reflects the decrease in domestic recycling value between January 2017 and December 2019.

Figure 4. Total Domestic Recycling Market Between January 2017 and December 2019



SOURCE: National average index pricing from recyclingmarkets.net

While the global markets have shifted, there has been a growing trend to increase domestic capacity for paper and plastics in particular. In an ironic twist, one trend includes Chinese companies, such as ND Paper (owned by Nine Dragons) and Shanying International, are purchasing closed domestic paper mills with plans to produce cardboard boxes to be shipped back to China. Recycled plastic processing capacity has also been increasing, including both new facilities and plant expansions. According to Resource Recycling, there have been 15 new and 10 expanded facilities since 2017.

Lastly, as has been evidenced over the last three months as a result of COVID-19, the solid waste industry is susceptible to rapid changes that can arise unexpectedly. While both the private and public sectors have adapted to implement operational changes needed to safely continue providing essential waste management services, it has impacted waste generation trends. Specifically, what has been observed nationally and locally is a reduction in commercial waste and recycling and a corresponding increase in residential waste and recycling. This trend has also impacted C&D generation. At this point, equilibrium has not yet been reached and longer-term trends are speculative at best. Even with all of these challenges, knowledge of domestic markets and relationships are critically important when marketing recyclable materials. As reflected in the Task 2 Memorandum, Marpan has long-established customers for its commodities and has demonstrated its ability to maximize the value despite the market challenges.

5 IDENTIFY UNMET NEEDS

The projected increase in population correlates to expected increases in solid waste generated. Fortunately, it appears the current solid waste management program can continue to service its customers in the City and County. In terms of collection, the County's franchise solid waste collection agreement with Waste Pro of Florida, Inc. (Waste Pro) is in effect until September 30, 2023 and the City's contract with Waste Pro is in effect until at least September 30, 2026. The contracts provide the framework for determining what options the County and City can explore and that may contribute to the long-term financial sustainability of the County's and City's recycling program. Notably, both the City and County in their agreements with Waste Pro maintain ownership

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to all residential recyclables. However, since the recyclable materials are collected single-stream, options to segregate certain low-value commodities such as glass are limited. Both the County and the City retain the right to amend which recyclable materials are collected single-stream.

The Marpan Recycling Facility has adequate capacity to accept additional tonnage from the County and City. As stated in the Task 2 Memorandum, Marpan operates a single shift five days per week and has a maximum capacity of 75 tons/day. Over the last five years, Marpan has processed an average of approximately 55 tons/day. At this throughput, Marpan is able to operate its system relatively slowly and with a shallow burden depth, which allows for more efficient and effective separation of recyclable materials. This in part has led to a relatively low contamination rate. Should the need arise, Marpan could add a second shift to double its throughput to 150 tons/day. However, the primary issue affecting Marpan is the increase in the cost of recycling, largely due to the global decrease in the market value of the recyclables. Also impacting processing costs is lightweighting of recyclable materials. Lightweighting is the use of lighter packaging to save costs while not adversely impacting durability. It is a prevalent trend with plastic and metal containers and it generally increases the MRF operating costs when compared to throughput for once heavier products. Recognizing the cost of recycling has increased significantly to the County and City in the last few years, it may be helpful to place the costs into context as it relates to global commodity markets and publically available processing fees in 2020 from other Florida jurisdictions, which are presented below in **Table 6**.

Table 6. Publically Reported Recycling Processing Fees

County/City	Processing Fee	Revenue Share (AMV)
Leon County/Tallahassee, FL	\$80.25	40% > \$80.25
Coral Springs, FL	\$96.00	55% > \$96; 65% > \$120; 75% . \$140
Clearwater, FL	\$98.40	20% to Municipality
North Port, FL	\$102.00	100% to Municipality
Charlotte County, FL	\$103.40	None
Largo, FL	\$105.00	100% to Municipality
St. Johns County	\$106.76	50% to Municipality
Lakeland, FL	\$115.00	85% above \$115
Sarasota County, FL	\$125.00	100% to Municipality
Venice, FL	\$135.00	100% to Municipality

For the agreements in **Table 6**, the processing fee represents the cost paid by the municipality per ton of recyclables delivered and processed to the facility. In some cases, like with the agreement with Marpan, the processing fee is offset by the value of the recyclables. That offset is often based on the average market value or AMV. The AMV is typically a contracted provision that relies on the market value of recyclables at a point in time (e.g., monthly) and the assumed composition of the recyclables often determined by a composition study. This is the approach used in the agreement between Marpan and the County and City. Figure 5 presents nationwide changes in AMV for 2017 – 2019 as analyzed by The Recycling Partnership in its 2020 State of Curbside Recycling Report; this trend also applies to Marpan and the County and City.

Figure 5. January 2017 – November 2019 Average Market Value (including residue)



SOURCE: The Recycling Partnership in its 2020 State of Curbside Recycling Report.

The processing fee values reflected in **Table 6** are typical for the Florida market. No doubt there will be some variability depending on the contract date, funding sources (e.g., grants supporting capital expenditure), tonnage, etc. It also varies based on the type of agreement between the municipality and service provider. For example, in Osceola and Alachua Counties, the processing fee for recyclables is combined with the cost for collection and disposal. Based on recent procurements, and reflective of current market conditions, it is expected that new contracts will range from \$95 - \$120 per ton and may not include revenue sharing to offset the processing fee.

The pricing information presented in **Table 6** is illustrative especially when considered in the context of the recyclable materials under direct control of the County and City as well as the location of potential alternative single stream MRF's presented in the Task 2 Memorandum. This dynamic as well as assessing the feasibility of other options (e.g., recompeting/rebidding recycling services, long-hauling recyclables, procuring a new MRF, eliminating recycling, etc.) will be explored further in the Task 4 Memorandum.

PROGRAMS

As evidenced in the Task 2 Memorandum and the analysis presented above, the recycling components with the greatest opportunity to increase diversion are: paper, plastic bottles and metal containers. This can be accomplished differently in the residential and commercial sectors. In addition, food waste also presents an opportunity to increase recycling and enhance county-wide sustainability.

The net processing fee charged to the County and City is impacted by the value of recyclable materials sold by Marpan. Fortunately, due to the education and outreach conducted by the County and City, as well as operational practices at Marpan, the residue rate at the MRF, typically less than

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10%, is below industry standards for single stream recycling facilities. However, as stated above, global markets have placed increasing pressure on commodity values, which has resulted in historic value decreases, which has translated to processing cost increases. Fortunately, the County and City have some options to consider. However, it is important to note that recycling has a cost. The “back-to-basics” option presented below is an approach to increase the value of recyclables processed by excluding low value materials, which can offset the net processing fee. Similarly, mandatory commercial recycling presents an opportunity for businesses to recycle material with a relatively stable and higher value such as corrugated paper. This additional tonnage can help improve the value of the AMV, which can decrease the per ton processing cost. The last option, organics diversion, is not intended to make single-stream recycling more affordable. Instead, it presents an opportunity to meet the State’s 75% recycling goal and the County’s and City’s sustainability goals.

Back-to-Basics Single-Stream Recycling

Given the impact of global recycling markets, many communities are reconsidering the viability of their recycling programs. The Recycling Partnership, in their 2020 State of Curbside Recycling Report, states that as of November 2019, a total of 54 communities in the United States ended their curbside recycling programs. This represents less than 1% of all curbside programs. However, based on their survey, an estimated 30% of the communities surveyed are making adjustments to remove less valuable materials from their collection program, most commonly glass and plastic #3 - #7. Focusing on higher value recyclable products can be messaged as “back-to-basics.” For example, Santa Rosa County’s recycling program was suspended from delivery of single stream materials to the ECUA MRF in April 2019 due to high contamination. Following the implementation of a “back-to-basics” program, they are once again delivering select recyclable materials (e.g., clean cardboard, clean and dry aluminum and steel cans and clean and dry plastic bottles and jugs) to the MRF.

An additional benefit for the County and City would be to align and use common nomenclature for the recyclable materials collected and unify their messaging. **Table 7** presents how the County and City currently define recycling.

Table 7. Recycling Definitions of the County and City

Leon County	City of Tallahassee
Newspapers	All Paper
Magazines	
Cardboard	
Paperboard	
Residential Waste Paper	
Glass Containers	Glass Food & Beverage Containers
Aluminum and Metal Cans	Aluminum & Tin/Steel Bi-metal Food and Beverage Containers
All Plastic Containers	All Plastic Bottles & Containers

Fortunately, both the County and City have the contractual flexibility to define what materials are included in their respective single-stream programs. While this may decrease recycling tonnage delivered to Marpan, it could increase that value of what is recycled as reflected in the AMV, which will lower the processing cost.

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Under this “back-to-basics” approach and with the behavioral shifts resulting in increased residential recyclables associated with COVID-19, there is also an opportunity to enhance education and outreach with residential property owners and their families to increase participation and capture greater quantities of higher value recyclables.

Mandatory Commercial Recycling

As evidenced in the analysis presented above, the majority of the solid wastes generated is from the commercial sector. This presents an opportunity to mandate commercial recycling for the same recyclable products managed in the single-stream program. This approach has been successful in Collier County, FL. Coincidentally, the franchise agreements in Collier County also exclude commercial recycling. The mandatory commercial recycling ordinance provides a “light touch,” as participating businesses select the recyclable material that presents to it the greatest benefit. Consideration is also given to resolving conflicts with parking requirements and other land development and zoning requirements. In nearly all instances, compliance with the ordinance results in a lower overall solid waste cost. The County also implemented a recognition and rewards program to further incentivize participation. In terms of impact, it should be understood that due to the density of the City, it would impact more commercial entities than the County, which would have a corresponding impact on tonnage potentially diverted. If the previously adopted approaches were employed in Leon County, each business would initially select which recyclable material they prefer to comply with the program. Depending on which material is selected, increased tonnage can improve the monthly AMV, which offsets the per ton processing fee.

Organic Diversion Programs

While organics are not part of the single stream recycling program, given the large amount of organic waste disposed from the residential and commercial sectors, there is a high potential for landfill diversion. If such diversion were implemented, it could greatly enhance the County’s total recycling rate, and bring it closer to meeting the State’s 75% recycling goal. In addition, an organic diversion program would help meet specific County sustainability goals and reduce wasting a resource and reduce the greenhouse gases associated with transportation and landfill disposal. Landfill gas is comprised of roughly 50% methane (CH₄) and 50% carbon dioxide (CO₂). Methane is generated from the anaerobic (lack of oxygen) decomposition of waste materials. Different greenhouse gases have more heat holding capability in the atmosphere: methane can hold 25 times more heat than carbon dioxide.

Organics decompose aerobically (with oxygen) through a composting process and hence produce mostly carbon dioxide. Therefore, the scarce amount of methane generated through composting instead of landfilling has a significant impact on the generation of greenhouse gases.

The main solid waste goal in the Tallahassee-Leon County 2030 Comprehensive Plan states that solid waste principles should be implemented in the following order: Prevention, Reduction, Re-Use, Recycling, and Disposal. Similarly, the Institute for Local Self Reliance (ILSR) developed a hierarchy that highlights the importance of source reduction, food rescue, and locally-based composting solutions as a first priority over large-scale regional solutions. The ILSR Hierarchy is presented in **Exhibit 1**. Composting can be small scale and large scale, and everything in between, but too often home composting, on-site composting, community-scale composting, and on-farm composting are overlooked. Anaerobic digestion systems come in different sizes as well. The ILSR Hierarchy

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addresses issues of scale and community benefits when considering what strategies and infrastructure to pursue for food waste reduction and recovery.

Exhibit 1. ILSR Hierarchy to Reduce Waste & Grow Community



The organic fraction of the waste stream represents a significant opportunity to increase waste diversion in both the City and County. Between 70,000 and 80,000 tons of organics are landfilled each year.

As presented in **Table 5**, landfilled organics include:

- 36,000 to 41,000 tons of food scraps,
- 27,100 tons of compostable paper (includes low grade paper such as napkins, tissues, and paper towels), and
- 8,300 to 11,500 tons of yard trash (leaves, grass, and brush).

Edible Food Rescue

The City and County are served by Second Harvest of the Big Bend Food Bank which partners with retail grocers to “rescue” food directly from store shelves, preventing thousands of pounds of food from going to waste each year. Second Harvest is a member of Feeding America, the national food bank network.

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Second Harvest of the Big Bend food bank works with a network of 135 partner agencies across 11 counties in the Big Bend to distribute enough healthy and nutritious food each month for 786,127 meals. The food industry is the backbone of food banking. Many local and national companies donate food to the Second Harvest, including:

- Distributors
- Farmers
- Food Brokers
- Manufacturers
- Foodservice Operations
- Retailers
- Wholesalers

Technical assistance provided to local businesses could help reduce the volume of surplus food generated and direct edible food to a food rescue program offered by Second Harvest. Site assessments can identify and estimate the types and quantities of surplus food that could be directed to people, animals, or livestock, along with an infrastructure necessary to redistribute the food.

Organics Composting Programs

Inedible food that cannot be rescued can instead be diverted to a composting program. Instead of developing a central composting facility, the County and City could consider establishing a network of smaller composting sites, often referred to a decentralized composting network. Decentralized composting networks can reduce the carbon footprint of collection and transportation and can be customized to localized situations without requiring large capital investment in equipment. The City of Austin, Texas has recognized the value of a decentralized composting network and as a result, the City has adopted a highest and best use philosophy for city collection programs of residential food scraps to guide its planning and has initiated the following new programs:

- Expanding its home composting incentive program to encourage the development of home and onsite composting; and
- Establishing composting trainings at community gardens and implementing a junior composter and master composter training program

DEVELOP ORGANIC DIVERSION POLICIES

Commercially-Generated Organics

Efforts to require commercial generators within the County to separate food waste would divert increasing quantities of commercial organics. To effect this change, the County and City will need to develop and adopt an ordinance that requires waste generators to source separate organics from other waste, and set the organics out for collection. Consideration could also be given to provide for the composting of soiled paper products which has the potential to divert additional material from landfill disposal.

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For such a policy to be feasible, the County must first establish the infrastructure to accommodate increased composting. Once the infrastructure is established and the resources have been allocated to successfully manage compostable materials, the County could require the source separation and diversion of food waste from commercial generators.

Jurisdictions have implemented disposal bans for commercially generated food waste. The Massachusetts Department of Environmental Protection (MassDEP) instituted a statewide ban in 2014 of food waste for businesses and institutions that dispose of one ton or more of these materials per week. In conjunction with the ban, the MassDEP launched an education and outreach program that provides guidance for entities impacted by the ban. Businesses are encouraged to reduce and donate excess food as a starting point. The State also assists in setting up a diversion program by providing food waste best management practices and tips on finding haulers and facilities where food waste may be disposed.

The County's priority should be to first encourage donation of edible food for consumption by humans before diverting food scraps to a composting program. The County could identify major food waste generators and seek to pair them with organizations/charities for food donation or local farmers that can use food waste in livestock production. Information on food waste generators and potential donation and reuse opportunities could be listed on the County's website.

Residential Organics

Once the commercial food waste diversion and composting programs are implemented, the County may consider implementing residential food waste collection and composting. It would involve residents separating organic materials from other waste they generate at their homes, and place it in a container for separate collection.

6 CONCLUSION

The rapid population growth experienced in Leon County between 1930 and 2010 is has slowed considerably, and is expected to remain relatively stable at less than 1% annual growth through 2045. Waste and recyclable material generation is correlated to population growth, so modest increases are also expected. As it relates to recyclable materials, their value is tied to global markets and have been and will likely continue to be volatile. This, combined with lightweighting of packaging and containers is reflected in processing costs, which are commonly offset by the value of the recyclable materials. Given the current arrangement with Marpan, proposed changes in State law, if enacted, are not expected to impact the County and City due to the historically low contamination rate.

In terms of unmet needs, the greatest opportunity to lower processing costs is to focus on the recyclable materials that have the greatest value in the marketplace. This presents an opportunity to remove certain plastics (#3-#7) and glass from the curbside collection program as well as to align the County's and City's recycling education messaging and outreach. Beyond this initiative, the County could advance its sustainability program by focusing on increasing recycling within the commercial sector and targeting beneficial use of organics currently disposed. Specific options will be explored further in the Task 4 Feasibility Study Memorandum.

Attachment 3
Task 4 Memorandum – Assessment of Recycling Options

September 2, 2020
File No. 09220053.00

MEMORANDUM

TO: Andrew Johnson, MPA/MSP, Leon County
Robert Wigen, City of Tallahassee

FROM: Stacey Demers, SCS Engineers
Daniel Dietch, SCS Engineers

SUBJECT: Recycling Options Analysis
Task 4 – Assessment of Recycling Options

1 MEMORANDUM OVERVIEW

Both the City and County rely on Marpan in Tallahassee to process their recyclables. In 2019, Marpan requested its third rate increase in as many years. Starting even before China implemented Operation National Sword in 2018, recycling processors have been challenged to find stable markets for recyclable materials. Operation National Sword and similar policies in Thailand, Vietnam, India and Malaysia have banned the import of certain types of scrap materials and/or implemented much stricter and more rigorous contamination standards for materials accepted. As a result, there is an over-saturation of the domestic recycling market as materials that had been previously sent to China and other foreign markets. This has led to depressed pricing for recycled commodities. Across the country, local governments who had become accustomed to receiving operational cost offsets from their recyclable materials are now paying higher fees to continue their recycling programs. Assessing this situation and potential alternatives is the primary focus of this and previous memoranda. A secondary focus is to identify opportunities to increase recycling County-wide to meet the State of Florida's 75% recycling goal.

2 EXISTING RECYCLING SYSTEM

CITY/COUNTY MANAGED RECYCLING QUANTITIES

In 2018, the City and County generated 756,802 tons of waste materials. Of this quantity, 41% or 307,381 tons is municipal solid waste (MSW); the remaining portion is construction and demolition materials (C&D), the majority of which is recycled. Of the 307,381 tons of MSW generated in 2018 by the City and County, 76,535 tons or 25% is recycled. Of the 76,535 tons that were recycled in 2018, 20,813 tons or 27% was collected through City and County management (the City's contract and the County's franchise agreement with WastePro). **Exhibit 1** illustrates the proportion of City/County managed recycling.



Exhibit 1. Proportion of City/County Managed Recycling

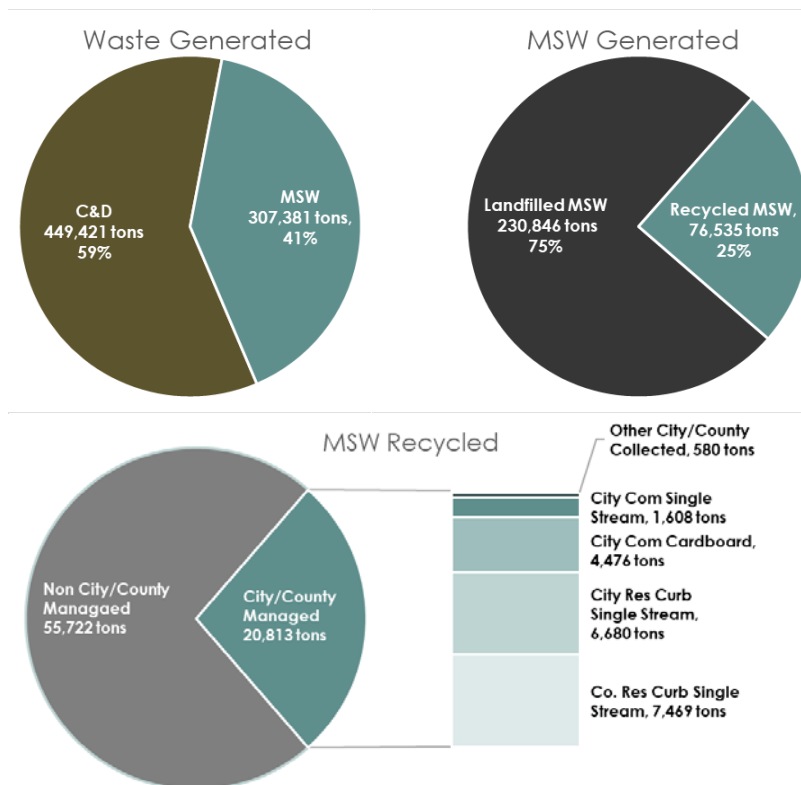


Table 1 presents the recyclable materials managed by the City and County in 2018.

Table 1. Annual City and County Managed Recycling Tonnage (2018)

Month		Leon County				City of Tallahassee					City/County		
		Residential Curb Side Single Stream	RWSC Single Stream	Other Single Stream	Total	Residential Curb Side Single Stream	Commercial Single Stream	Commercial Office Paper	Commercial Cardboard	Total	Single Stream	Office Paper & Cardboard	Total
2018	Jan	605	36	21	661	642	149	0	326	1,117	1,451	326	1,778
	Feb	454	25	16	494	591	84	0	380	1,055	1,169	380	1,549
	Mar	544	31	17	591	635	93	0	391	1,118	1,319	391	1,709
	Apr	514	26	16	556	595	134	0	355	1,084	1,284	355	1,639
	May	555	34	24	613	618	163	0	398	1,179	1,394	398	1,792
	Jun	587	26	21	635	612	144	0	353	1,108	1,390	353	1,743
	Jul	570	29	18	617	603	142	0	371	1,117	1,362	371	1,734
	Aug	657	26	30	713	672	161	0	432	1,265	1,546	432	1,978
	Sep	620	27	14	660	197	131	6	326	661	988	333	1,321
	Oct	776	27	17	820	522	119	0	356	996	1,460	356	1,816

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Month		Leon County				City of Tallahassee					City/County		
		Residential Curbside Single Stream	RWSC Single Stream	Other Single Stream	Total	Residential Curbside Single Stream	Commercial Single Stream	Commercial Office Paper	Commercial Cardboard	Total	Single Stream	Office Paper & Cardboard	Total
2018	Nov	786	31	14	831	475	136	6	369	986	1,442	375	1,817
	Dec	802	31	14	846	518	154	0	419	1,091	1,518	419	1,938
	Total	7,469	347	221	8,037	6,680	1,608	13	4,476	12,776	16,325	4,488	20,813

CITY/COUNTY RECYCLING COSTS

Like most U.S. communities before 2018, the City and County had offset the cost of collection and processing recyclables with a portion of the sale of the processed recyclable materials. Marpan offers the City and County a rebate based on the average market value (AMV) of the processed recyclables. **Exhibit 2** presents the composition and current market value of recyclable materials processed by Marpan for May 2020. While a few materials have a high market value (e.g., HDPE, Aluminum Cans, and Corrugated Cardboard), they represent smaller portions of the recyclables managed by the City and County.

Exhibit 2. Composition and Associated Market Value of Single Stream Recyclables

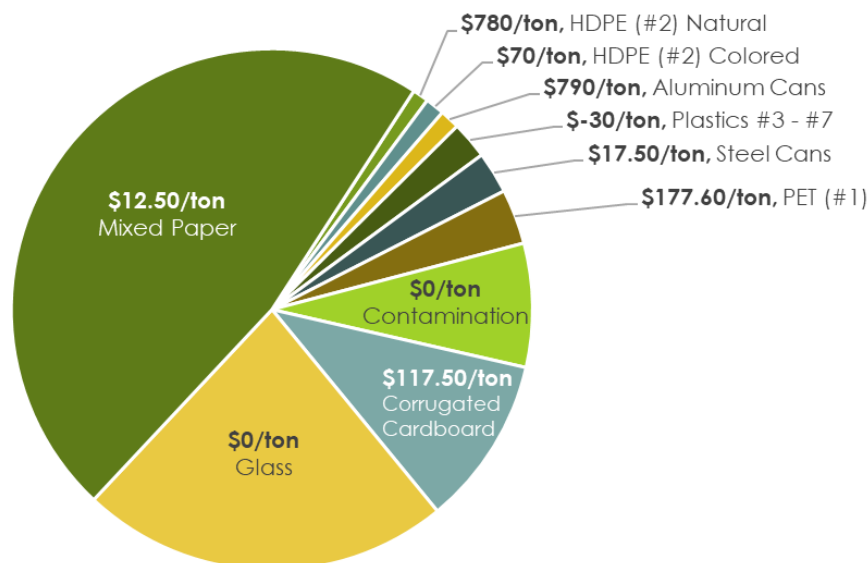


Table 2 presents the calculation of the AMV for single stream recyclables for May 2020. The AMV is a weighted average of each material's market value by the proportion of each material in the single stream recyclables.

Table 2. Adjusted Market Value for Single Stream Recyclables
May 2020

Single Stream Recycling Material	Proportion	Market Value (\$/Ton)
Corrugated Cardboard	10.5%	\$117.50
Mixed Paper	47.2%	\$12.50
Steel Cans	2.6%	\$17.50
Aluminum Cans	1.2%	\$790.00
Plastics #3 - #7	2.3%	-\$30.00
PET (#1)	3.4%	\$177.60
HDPE (#2) Natural	1.0%	\$780.00
HDPE (#2) Colored	1.2%	\$70.00
Glass	22.9%	\$0.00
Contamination	7.7%	\$0.00
Adjusted Market Value (\$/Ton)	100.0%	\$42.39

The City collects commercial office paper and cardboard that are separated from other recyclables. Since these materials do not need to be conveyed through the single stream processing system, Marpan does not charge a processing fee and provides a rebate that is 50% of the market value. **Table 3** presents the rebate for commercial corrugated cardboard and office paper collected by the City.

Table 3. Adjusted Market Value (Rebate) for Commercial
Corrugated Cardboard and Office Paper

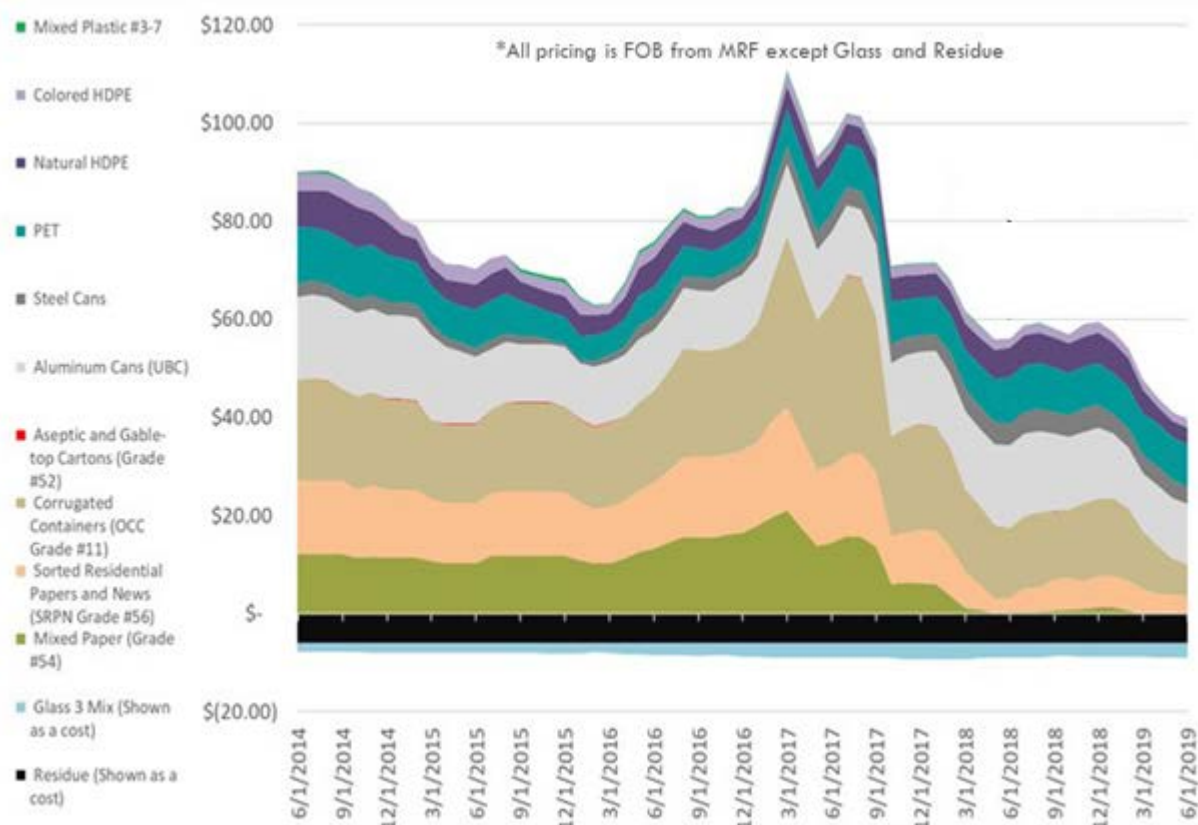
Material	Market Value (\$/Ton)	% of Market Value	Adjusted Market Value (\$/Ton)
Corrugated Cardboard	\$117.50	50%	\$58.75
Office Paper	\$12.50	50%	\$6.25

Since January 2018, when China implemented their Operation National Sword, Marpan has increased processing fees to meet higher standards for recovered materials. Additionally, without Chinese markets, the oversaturation of recovered material has reduced its market value. Marpan has proposed its third rate increase in as many years which has had a significant impact on the City and County recycling programs.

The pricing structure reflects an element of shared risk of changes in the recycling market commodity value as evidenced in **Exhibit 3**.

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Exhibit 3. Changes in Recyclable Commodity Pricing between 2014 and 2019



This balancing mechanism as reflected in the processing fee and portion of shared AMV has changed several times in the last six years to largely reflect external market conditions. In 2014, Marpan charged a processing fee of \$50 per ton which was offset by a rebate of 50% of the AMV. In 2016, Marpan charged a processing fee of \$79 per ton which was offset by an increased rebate of 80% of the AMV. In 2019, the processing fee increased to \$80.25 per ton and the rebate decreased to 40% of the AMV. In 2020, it is planned for the County's processing fee to further increase to \$89 per ton and the rebate to decrease further to just 30% of AMV. The City's contract with Marpan for processing recyclables expires January 2021 and the City does not have a proposed processing fee basis beyond the contract expiration. The analysis assumes that the City will have the same rate increase as proposed to the County.

Table 4 shows the impact of both Marpan's increased processing fees and the decrease in the adjusted market value for single stream recycling materials. Since at least 2014, the decline in market value of recovered materials in addition to increased processing fees have resulted in additional costs for recycling in Leon County (inclusive of the City) of about \$1M (\$771,000 in 2020 and estimated additional \$229,000 in 2021).

Table 4. Effect of Changing Market Conditions and Contract Provisions

Single Stream Cost Item	Marpan Contract Conditions			
	2014	2016	2019	2020
Processing Fee	\$50.00	\$79.00	\$80.25	\$89.00
Adjusted Market Value (AMV) ¹	\$128.00	\$80.00	\$45.00	\$42.39
Rebate (% of AMV)	50%	80%	40%	30%
Unit Cost (\$/Ton) ²	-\$14.00	\$15.00	\$62.25	\$76.28
<i>Change (\$/Ton)</i>	- -	- -	+ \$47.25	+ \$14.03
Annual Cost ³	-\$228,554	\$244,879	\$1,016,249	\$1,245,360
<i>Change</i>	- -	- -	+ \$771K	+ \$229K

AMV for 2014 was based on 3/12/14 agreement with Marpan. AMV for 2016

¹ estimated conservatively at \$80/ton. AMV for 2019 and 2020 estimated from May 2020 AMV calculation.

² Unit Cost = Processing Fee - (AMV * Rebate)

³ Assumes 2018 Annual City/County Collected Single Stream Recycling tonnage of 16,325 tons.

3 RECYCLING PROGRAM OPTIONS

USE AN OUT-OF-COUNTY MRF

The feasibility for using an out-of-county MRF to process single stream recyclables generated by the City and County depends on the cost to transport recyclable materials to the selected MRF and the processing fees charged by the selected MRF. Two methods of transporting recyclables are assessed: direct haul and aggregation/transfer. Direct haul involves the same vehicles that collect the single stream recyclables curbside also transporting the recyclables to the selected MRF. Aggregation and transfer involves the collection vehicles delivering recyclables to a single location where they are aggregated and loaded into larger vehicles for hauling to the selected out-of-county MRF.

Collection & Transportation

The County's franchise agreement with WastePro specifies that recyclable materials be delivered to a recycling processing facility in Leon County. The City's collection contract with WastePro specifies that recyclable materials be delivered to Marpan in Tallahassee. Recycling facilities that can process single stream recyclables are limited in Florida's panhandle. As shown in **Exhibit 4**, there are several in-county and nearby material recycling facilities (MRFs); however, there are only two that are capable of processing single stream recyclables which are presented in **Table 5**.

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Exhibit 4. Recycling Processing Facilities that can Process Single Stream Recyclables

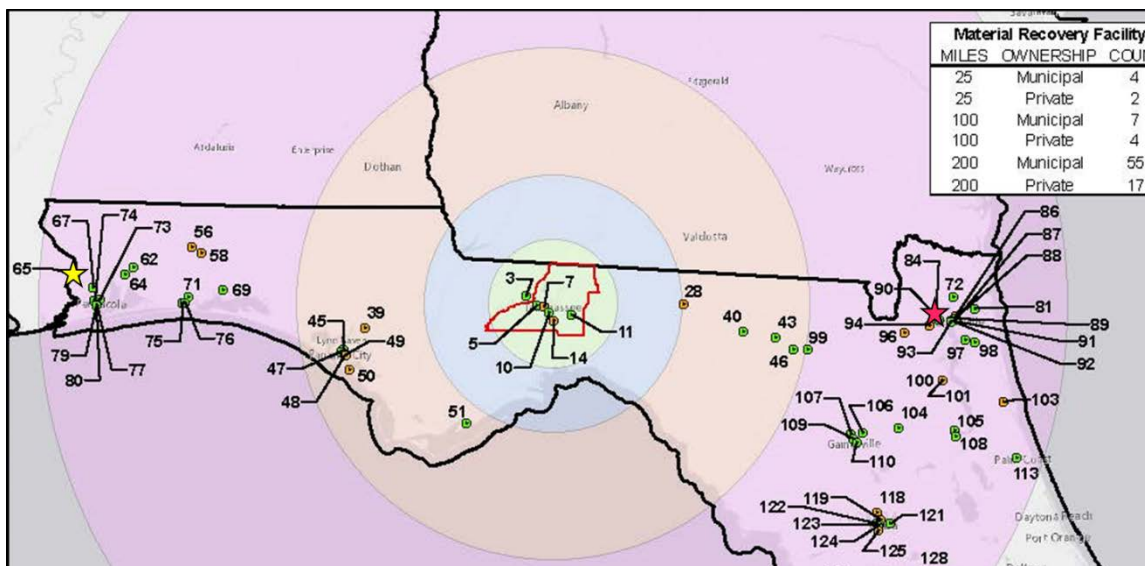


Table 5. MRFS Capable of Processing Single Stream Recyclables

Site Number	Site Symbol	Facility Name	City
65	★	Emerald Coast Utilities Authority	Cantonment
84	★	Republic Services North Florida	Jacksonville

Direct Haul

Collection vehicles have intricate machinery that facilitate curbside collection and compaction of waste and recyclable materials. These vehicles are typically not used to transport materials long distances; however, some communities may opt to do so on a temporary basis or when capital costs for the development of an aggregation facility are prohibitive. The analysis below illustrates costs related to directly hauling recyclables to an out-of-county MRF, whether short-term or long-term, to better understand the cost implications related using a MRF other than Marpan.

The County's franchise agreement does not address changes in the recycling processing facility; however, section 3.4.3 of the City's collection contract indicates that the cost of delivering recyclables to a facility beyond 20 miles of the City's centroid is \$1.50 per ton multiplied by the number of one-way trips. This cost likely includes labor, fuel and added wear and tear on collection vehicles for short-term use of an out-of-county MRF. Long-term use of an out-of-county MRF may increase Waste Pro's collection costs. Even though this cost increase is not specified in the County's franchise agreement, it is used to estimate additional costs related to directing recyclables to an out-of-county MRF.

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To estimate the number of vehicle loads, the annual quantity of recyclables was divided by 3.6 tons of recyclables per collection vehicle. As shown in **Table 6**, it is estimated that there are 5,781 loads of recyclables collected from the City and County.

Table 6. Estimated Annual Number of Loads with Recyclables

Metric	City	County	Total
Annual Tons Recyclables Collected	12,776	8,037	20,813
Average Tons/Load	3.6	3.6	3.6
Annual Number of Loads	3,549	2,233	5,781

Using the formula in the City's contract, the annual costs of transporting City and County recyclables to either MRF identified in **Table 5** was calculated. The number of one-way trips is double the number of loads since each load requires two one-way trips (there and back). Also, 20 miles is subtracted from the "miles from City Centroid" since the \$1.50 per mile is applied to mileage over 20 miles. **Table 7** presents estimated annual costs related to the direct haul of recyclables to out-of-county MRFs. The annual cost is estimated to be between \$2.5M and \$3.2M annually (depending on the selected MRF). Unit costs are between \$120 and \$152 per ton.

Table 7. Estimated Annual Cost for Direct Haul to Out-of-County MRFs

Site Symbol	Facility Name	City	Miles from City Centroid	Number of 1-Way Trips	Annual Transport Cost	Annual Transport Cost/Ton
★	Emerald Coast Utilities Authority	Cantonment	203	11,562	\$3,173,769	\$152.49
★	Republic Services North Florida	Jacksonville	163	11,562	\$2,480,049	\$119.16

As expected, the high cost to directly haul recyclables in collection vehicles to an out-of-county MRF makes this option infeasible as a long-term solution.

Aggregation and Transfer

Similar to the management of waste, the aggregation of recyclables at the County's transfer station and use of transfer trailers for hauling to out-of-county MRFs would incur less costs than direct hauling. Costs related to the aggregation and transfer of waste to out-of-county Springhill Landfill in Campbellton were used to estimate aggregation and transfer of recyclables.

In 2018, the County contracted with Waste Management to transfer 305,014 tons of MSW (including some C&D) to the Springhill Landfill. The contracted cost for transfer is \$11.50 per ton, which amounted to over \$3.5M in 2018. On average, there are 40 transferred loads per day, five days per week totaling 10,400 transferred loads annually. Dividing the annual cost by the number of transferred loads is \$337.28 per load. Dividing the cost per load by 83 miles (the distance from the Leon County Transfer Station to the Springhill Landfill) results in a cost of \$4.06 per mile. **Table 8** presents the derivation of the \$4.06 per mile estimate.

Table 8. Estimated Cost per Mile for Out-of-County Transfer

Metric	Result
Annual MSW Tons Transferred ¹	305,014
Annual Transportation Costs ²	\$3,507,700
Annual Number of Transferred Loads ³	10,400
Cost per Load ⁴	\$337.28
Cost per Mile ⁵	\$4.06

¹ From Task 2 memo, Table 9

² 305,014 tons multiplied by transportation costs of \$11.50/ton

³ From Task 2 memo, average 40 loads per day multiplied by 5 days per week multiplied by 52 weeks per year

⁴ Annual Transportation Cost divided by the annual number of transferred loads

⁵ Cost per Load divided by 83 miles (distance from Leon County Transfer Station to Springhill Landfill)

Applying \$4.06 per mile (from **Table 8**) to the mileage of the out-of-county MRFs, each transfer trailer of recyclables will cost between \$691 and \$809 to transport (depending on the MRF selected). Assuming that three collection vehicle quantities can be contained in a transfer trailer of recyclables, each transfer trailer of recyclables will contain about 10.8 tons. Dividing the annual City/County managed single stream recyclables of 16,325 tons by an average of 10.8 tons per transfer trailer, it is estimated that 1,512 transfer trailer trips will be required annually. **Table 9** presents annual transportation costs related to aggregating and transfer of recyclables to be between \$1M and \$1.22M. This equates to a unit cost of between \$50 and \$59 per ton.

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Table 9. Estimated Transportation Cost for Transfer to Out-of-County MRFs

Metric	Emerald Coast Utilities Authority	Republic Services North Florida
Cost per Mile ¹	\$4.06	\$4.06
Miles from Leon Co Transfer Station	199	170
Cost per Load ²	\$808.66	\$690.81
Annual Single Stream Tons Transferred ³	16,325	16,325
Tons Recyclables per Transfer Vehicle Load ⁴	10.8	10.8
Annual Number of Transferred Loads ⁵	1,512	1,512
Annual Transportation Costs ⁶	\$1,222,400	\$1,044,200
Annual Transportation Costs - per ton ⁷	\$58.73	\$50.17

¹ From Table 8

² Cost per Mile multiplied by the number of miles

³ Recycling quantities from both City and County, 2018

⁴ Assumes each transfer trailer holds 10.8 tons of single stream recyclables (about three collection loads, each averaging 3.6 tons)

⁵ Annual tons divided by 10.8 tons per transfer trailer

⁶ Cost per Load multiplied by the Annual Number of Transferred Loads

⁷ Annual Transportation Costs divided by 16,325 tons of single stream recyclables (2018)

It is important to note that modifications to the Leon County Transfer Station to allow aggregation of single stream recyclables has not been included in the transportation estimates presented in **Table 9**. However, there are physical and operational constraints associated with using the Leon County Transfer Station that aside from the cost infeasibility of using the facility for recyclables, render this option impractical for the following reasons:

- **Operational Hours** – The transfer station is open 13.5 hours per day, Monday through Friday (3:00 am to 4:30 pm) and 3.5 hours on Saturdays (8:00 am to 11:30 am). The current operating schedule and space is used to provide aggregation and transfer services for waste. Using the same space to aggregate and transfer recyclables would require a second operational shift; however, DEP will not allow the transfer station to operate 24 hours per day.
- **Logistics to Keep Waste Separate from Recyclables** - It is estimated that on average about 23 loads of recyclables would be delivered to the transfer station (14 with recyclables collected from the City and 9 from the County). Recyclables are collected during the day at the same time that trash is collected. Keeping the recyclables separated from trash and switching loading operations to focus on recyclables will be difficult and require significant logistical planning, additional labor, and potentially additional space.

Summary Annual Costs for Use of Out-of-County MRFs

Table 10 presents the annual costs for using out-of-county MRFs to process single-stream recyclables. Annual costs related to Marpan's planned contract adjustments for 2020 are still the

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least costly for the City and County by at least \$540,000 per year. **Exhibit 5** presents the annual costs graphically.

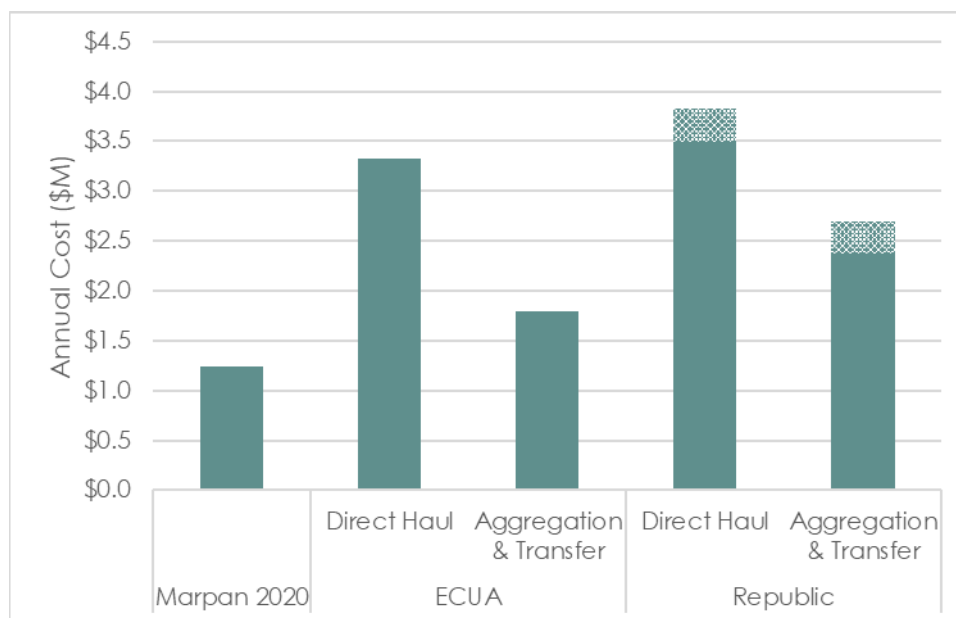
Table 10. Recycling Transportation and Processing Cost Comparison

Cost Item	Marpan 2020	Emerald Coast Utilities Authority		Republic Services North Florida	
	Direct Haul	Direct Haul	Aggregation & Transfer ¹	Direct Haul	Aggregation & Transfer ¹
Location	Tallahassee	Cantonment		Jacksonville	
Transportation Cost	NA	\$152.49	\$58.73	\$119.16	\$50.17
Processing Cost					
Processing Fee	\$89.00	\$51.00	\$51.00	\$95.00 - \$115.00	\$95.00 - \$115.00
Adjusted Market Value (AMV)	\$42.39	\$42.39	\$42.39	\$42.39	\$42.39
Rebate (% of AMV)	30%	0%	0%	0%	0%
Final Processing Cost	\$76.28	\$51.00	\$51.00	\$95.00 - \$115.00	\$95.00 - \$115.00
Unit Transportation/Processing Cost (\$/Ton)	\$76.28	\$203.49	\$109.73	\$214.16 - \$234.16	\$145.17 - \$165.17
Annual Single Stream Recyclables (tons)	16,325	16,325	16,325	16,325	16,325
Annual Transportation/Processing Cost	\$1.25M	\$3.32M	\$1.79M	\$3.50M - \$3.82M	\$2.370M - \$2.7M

¹ Cost does not include modifications to transfer station nor added staff time

Even with the increased processing cost and reduced rebate, Marpan still provides the best value for managing recyclables from the City and County. Neither of the out-of-county MRFs offer a rebate and the Republic Services North Florida has a much higher processing fee than Marpan. The long-haul transportation costs to Emerald Coast Utilities Authority MRF overshadows its lower processing fees making the cost far more expensive than using Marpan.

Exhibit 5. Comparison of Annual Cost Related to Using an Out-of-County MRF to Process Single Stream Recyclables



POTENTIAL SINGLE STREAM ALTERNATIVES

Remove Mixed Plastics From Recycling Program

Due to difficult market conditions since implementation of China's National Sword policies, some communities have discontinued mixed plastics, specifically those with a #3 through #7, from their curbside collection programs. Plastic resins are indicated by a number typically molded on the bottom of the container. The following numbers are used to identify resin type:

- "1" signifies that the product is made out of polyethylene terephthalate (PET). PET is the primary resin for water, soda, and other food products.
- "2" signifies high-density polyethylene (HDPE). HDPE is used in translucent form for milk jugs and in colored form for detergent bottles.
- "3" signifies polyvinyl chloride (PVC). PVC is used in pipes, siding, and flooring.
- "4" signifies low-density polyethylene (LDPE). LDPE is used for many plastic bags, six-pack rings, and tubing.
- "5" signifies polypropylene (PP). PP is used in some food containers but also often in auto parts.
- "6" signifies polystyrene (PS). PS is used often for plastic utensils, Styrofoam, and cafeteria trays.
- "7" signifies other plastics, such as acrylic, nylon, polycarbonate and polylactic acid (PLA).

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Plastic bottles made from PET (#1) or HDPE (#2) are included in almost all recycling programs across the U.S. and have established markets. Mixed plastics, usually indicated by #3-#7, are not widely used and have limited marketability. Currently, mixed plastics are the only material for which Marpan incurs a cost for final disposal at \$30/ton. Mixed plastics represent just 2.3% of curbside single stream recyclables; therefore, eliminating mixed plastics from the recycling program has a minor effect on the AMV, specifically an increase to \$44.10 per ton (\$1.72 per ton higher than including mixed plastics) as presented in **Table 11**.

Table 11. Effect of Eliminating Mixed Plastics on Average Market Value (AMV)

Single Stream Recycling Material	Proportion ¹	Market Value (\$/Ton)
Corrugated Cardboard	10.7%	\$117.50
Mixed Paper	48.3%	\$12.50
Steel Cans	2.7%	\$17.50
Aluminum Cans	1.3%	\$790.00
Plastics #3 - #7	NA	NA
PET (#1)	3.5%	\$177.60
HDPE (#2) Natural	1.0%	\$780.00
HDPE (#2) Colored	1.2%	\$70.00
Glass	23.5%	\$0.00
Contamination	7.9%	\$0.00
Adjusted Market Value (\$/Ton)	100.0%	\$44.10

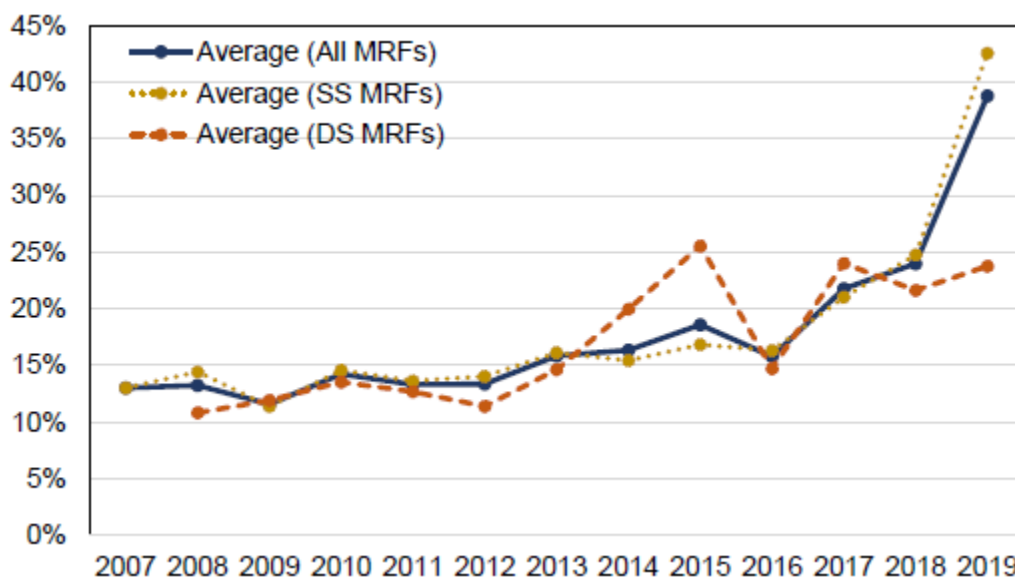
¹ Material proportions remain relatively consistent with the removal of Plastic #3 - #7.

Address Glass and Contamination Disposal Cost in Marpan Contract

Currently, the proportion of glass and contamination comprise over 30% of single stream recyclables, and both incur disposal costs similar to mixed plastic. However, the AMV incorporates a \$0 per ton market value for these materials, which is a benefit to the City and County. MRF contracts usually include a disposal fee in the AMV to cover transportation costs and landfill tipping fees associated with contamination (or rejects as it is defined in the agreements between Marpan and the City and County). However, contractually this assumes that inbound loads of recyclables contain less than 15% rejects by volume as visually inspected. In the event this threshold is breached, the City and County would be responsible for the disposal costs. While contamination has historically not been an issue with the recyclables delivered to Marpan from the City and County, a March 2020 report prepared for the Florida Recycling Partnership Foundation entitled Examining Contamination Rates at Florida Materials Recovery Facilities reveals that contamination is much greater throughout Florida as presented below in **Exhibit 6** based on responses from ten (out of 26) Florida MRFs.

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Exhibit 6. Estimated Average Percent of Total Inbound Contamination for All, Single Stream (SS) and Dual Stream (DS) MRFs for Years 2007 to 2019



As reflected in **Exhibit 6**, the average contamination has increased by nearly 300% from approximately 13% to more than 40% between 2007 and 2019.

Further, while there are glass markets, usually the cost to transport heavy glass materials are greater than the market value; hence, the AMV typically has a fee to cover the expense of transporting glass to a market.

As presented in **Table 12** below, the AMV can be as much as \$4.59 lower if Marpan incorporates the costs for glass in the calculation of the AMV. The City and County will receive a rebate equivalent to 30% of the AMV; therefore, decreases to the AMV will reduce the rebate. As the treatment of glass in the AMV is not formalized in the Agreements between Marpan and the City and County, it is advisable to formally address the market value of glass. Similarly, the City and County may want to negotiate a higher threshold for rejects to mitigate the impacts to the AMV should the level of inbound contamination increase beyond 15%.

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Table 12. Effect of Glass Disposal Costs on Average Market Value (AMV)

Single Stream Recycling Material	Proportion	Average Market Value (\$/Ton)	
		May 2020	With Glass Disposal
Corrugated Cardboard	10.5%	\$117.50	\$117.50
Mixed Paper	47.2%	\$12.50	\$12.50
Steel Cans	2.6%	\$17.50	\$17.50
Aluminum Cans	1.2%	\$790.00	\$790.00
Plastics #3 - #7	2.3%	-\$30.00	-\$30.00
PET (#1)	3.4%	\$177.60	\$177.60
HDPE (#2) Natural	1.0%	\$780.00	\$780.00
HDPE (#2) Colored	1.2%	\$70.00	\$70.00
Glass	22.9%	\$0.00	-\$20.00
Contamination	7.7%	\$0.00	\$0.00
Adjusted Market Value (\$/Ton)	100.0%	\$42.39	\$37.80
<i>Change</i>			-\$4.59

Because the current contract does not include transportation/disposal fees related to glass, there is currently no consequence for continuing to include glass in single stream recycling. City and County residents can continue to enjoy the convenience of recycling glass containers in their curbside programs and the heavy material will count towards waste diversion goals. To maintain these benefits and avoid fees related to glass recycling, it is important that the City and County formalize the current lack of disposal charges in their agreements with Marpan.

Recycling Costs Related to Adjustments in Collection and Contract Provisions

The AMV is based on 1) the composition of recyclable materials collected in single stream recycling and 2) the market value of individual commodities. The composition of recyclable materials is based on periodic studies that measure the types and quantities of materials in single stream recyclables. The composition of recyclable materials does not fluctuate significantly unless there is a program modification. The second component of the AMV, the market value of individual commodities, can experience significant fluctuations from month to month. The market values used to calculate the AMV in **Table 2** are considered low when compared to previous years due to the current market conditions. It is expected that the AMV will remain low for the near term but the industry expects the AMV to increase in the long term when planned recycling infrastructure is developed and operational.

Eliminating mixed plastics from the recycling program and documenting no charge for glass and contamination disposal both affect the AMV. Since the rebate for saleable materials processed at

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the Marpan MRF has decreased to 30%, the effect of these changes is relatively small on the annual costs for recycling incurred by the City and County.

Table 11 shows that eliminating mixed plastics will increase the AMV by \$1.72 per ton and **Table 12** shows that paying for disposal of glass and contamination in single stream recycling will decrease the AMV by \$4.59 per ton. However, as shown in **Table 13**, the former will decrease annual processing costs by \$8,400 annually and the latter will increase annual disposal costs \$22,500.

Table 13. Effect of Glass and Contamination Disposal Costs on
Average Market Value (AMV)

Cost Item	Current (May 2020)	Recycling Program Options	
		Eliminate Mixed Plastics	Include Glass Disposal
Processing Fee	\$89.00	\$89.00	\$89.00
Adjusted Market Value (AMV) ¹	\$42.39	\$44.10	\$37.80
Rebate (% of AMV)	30%	30%	30%
Unit Cost (\$/Ton) ²	\$76.28	\$75.77	\$77.66
<i>Change (\$/Ton)</i>	- -	- \$0.51	+ \$1.38
Annual Cost ³	\$1,245,360	\$1,236,959	\$1,267,822
<i>Change</i>	- -	- \$8.4K	+ \$22.5K

¹ Assumes May 2020 market value for comparison

² Unit Cost = Processing Fee - (AMV * Rebate)

³ Assumes 2018 Annual City/County Collected Single Stream Recycling tonnage of 16,325 tons

While the City and County cannot eliminate contamination, they can formalize the lack of disposal costs related to glass and contamination in their agreements with Marpan to control recycling program costs.

CONSTRUCTING AND OPERATING A MRF

Instead of using Marpan to process single stream recyclables, the City and County could develop their own processing facility. Capital costs for constructing a single stream processing facility are variable depending on the site, design capacity, and extent of automation and specialized equipment. Based on development of other single stream processing facilities within the past ten years, we estimate that capital costs related to the development of a single-stream MRF are between \$15M and \$25M.

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Table 14. Unit Costs (\$/Ton) Related to Development of Single Stream Processing MRF

Cost Item	Low	to	High
Capital Cost	\$15,000,000	to	\$25,000,000
Annual Costs			
Annual Amortization of Capital Cost ¹	\$1,091,000	to	\$1,818,000
Annual Operating Costs ²	\$600,000	to	\$1,000,000
Subtotal Annual Costs	\$1,691,000	to	\$2,818,000
Unit Cost (\$/Ton) ³	\$81.25	to	\$135.39

¹ Assumes capital costs are amortized over 20 years at an annual interest rate of 4%.

² Estimated at four percent of capital cost

³ Annual amortization of capital costs divided by 20,813 tons (2018)

Unit costs presented in **Table 14** cover capital costs but do not cover annual operating costs nor labor. MRF operating costs include labor, fuel, repairs and maintenance, operating supplies and consumables, safety supplies and training, utilities, and insurance costs. These costs are variable based on changes in volume and composition of single stream recyclables, productivity and efficiency of equipment used, extent of manual labor needed for processing, and repair/maintenance schedules. We estimate annual operating costs to be 4% of the capital cost.

Challenges related to the development of a recycling processing facility include:

- **Increased Risk** – With any new facility, there is risk associated with its implementation. The risk of such a facility is greater if the County opts to develop a facility sized to accept materials collected from programs that are not their own (such as that collected by the commercial sector) or neighboring communities).
- **Cost** – Costs to cover amortized capital expenditures and annual operating expenses equate to between \$81 and \$135 per ton, which mostly exceed the Marpan's processing fee.
- **Market Development** – If the County were to construct a recycling facility, additional planning would be required to identify markets for materials.

ISSUING AN RFP FOR RECYCLABLE MATERIALS PROCESSING

Issuing a RFP to secure a new service provider to process recyclable materials is another option available to the City and County. However, as the City and County currently have a local and qualified service provider, it is advisable to first evaluate the quality, cost, and value of the current relationship when deciding whether to renegotiate or recomplete the services. Best practices dictate conducting a thorough assessment of the market for price, level of service and market participants is critical before a decision is made on whether and how to proceed with renegotiations or competitive procurement. **Table 15** presents a comparison of the factors under which the renegotiation and competitive procurement options may be considered, in addition to the advantages and disadvantages of each option.

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Table 15. Comparison of the “Renegotiation” Option with the “Competitive Procurement” Option

	Renegotiate	Procure
Factors	<ul style="list-style-type: none"> • Current fees are comparative with the surrounding communities. • Current level of service provided by Marpan is equal to or greater than the City’s/County’s desired level of service. • City/County is generally satisfied with the quality of service. 	<ul style="list-style-type: none"> • Current level of service provided by Marpan is less than the City’s/County’s desired level of service. • Other contractors with strong incentives to gain market share in the area. • Sufficient volume of material allows for economies of scale • Current price is not competitive.
Advantages	<ul style="list-style-type: none"> • City/County does not have to deal with a transition period and associated transition issues. • Allows a quick turnaround. • Saves the expense associated with implementing and managing a procurement or bid. • Depending on the City’s/County’s negotiating leverage, it provides an opportunity for the County to increase the level of service, if desired, or obtain price concessions by using procurement process as leverage. 	<ul style="list-style-type: none"> • Encourages competitive pricing. • Opportunity to change service level/type and obtain better contract terms.
Disadvantages	<ul style="list-style-type: none"> • Limited negotiation leverage. 	<ul style="list-style-type: none"> • Potential legal action from proposers not selected. • Transition issues. • Time to implement procurement/bidding. • Expenses associated with implementing and managing a procurement/bid.

In addition, there are a few points to consider. First is that the tonnage of recyclable materials collected in City and County have remained relatively stable in the last few years, so the greatest challenge is sufficient volume to lower processing costs enough to entice a new recycling service provider to enter the local market. Accordingly, based on market conditions, the likelihood of decreasing the processing costs is low. Second, if the City and County elect to issue a RFP, and they sought the services of a qualified consultant to help prepare the procurement documents, assist with evaluating proposals, as well as provide assistance with implementation, the fees for such services could range between \$25,000 and \$100,000 depending on the scope of services. Other considerations

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While note the primary focus of this analysis, there are other options that could increase participation, potentially increase the value of recyclable materials, and enable the County and City to meet the State's 75% recycling goal.

EXPAND COMMERCIAL CARDBOARD RECYCLING

The City collects corrugated cardboard that has been segregated from other recyclables from the commercial sector. Since the separated commercial cardboard has very little contamination and does not need to be cleaned up through the single stream processing operation, Marpan offers a rebate to the City that is 50% of the monthly market value. Marpan retains 50% of the market value to cover costs related to baling and finding markets for the cardboard. In May 2020, the market value of cardboard was \$117 per ton, which resulted in a rebate to the City of \$58.75 per ton. Using the May 2020 market value, it is estimated that the City received about \$263K for the 4,476 tons of commercial cardboard delivered to the Marpan MRF.

Additional outreach and communication to commercial businesses to separate and recycling their cardboard can increase the rebate to the City, which would offset costs related to processing single stream recyclables. **Table 16** presents increases in the annual quantity of commercial cardboard collected by the City of 10, 20, 30, and 40 percent and the associated revenue (based on May 2020 market value). Increasing the quantity of commercial cardboard by 40%, from 4,476 tons to 6,270 tons annually, can increase revenue by \$105K.

Table 16. Unit Costs (\$/Ton) Related to Development of Single Stream Processing MRF

Cost Item	Current	Percent Increase in Commercial Cardboard			
		10%	20%	30%	40%
Adjusted Market Value (AMV)	\$58.75	\$58.75	\$58.75	\$58.75	\$58.75
Annual Tons	4,476	4,920	5,370	5,820	6,270
Annual Revenue	\$262,938	\$289,050	\$315,488	\$341,925	\$368,363
<i>Change</i>	- -	+ \$26.1K	+ \$52.5K	+ \$79K	+ \$105.4K

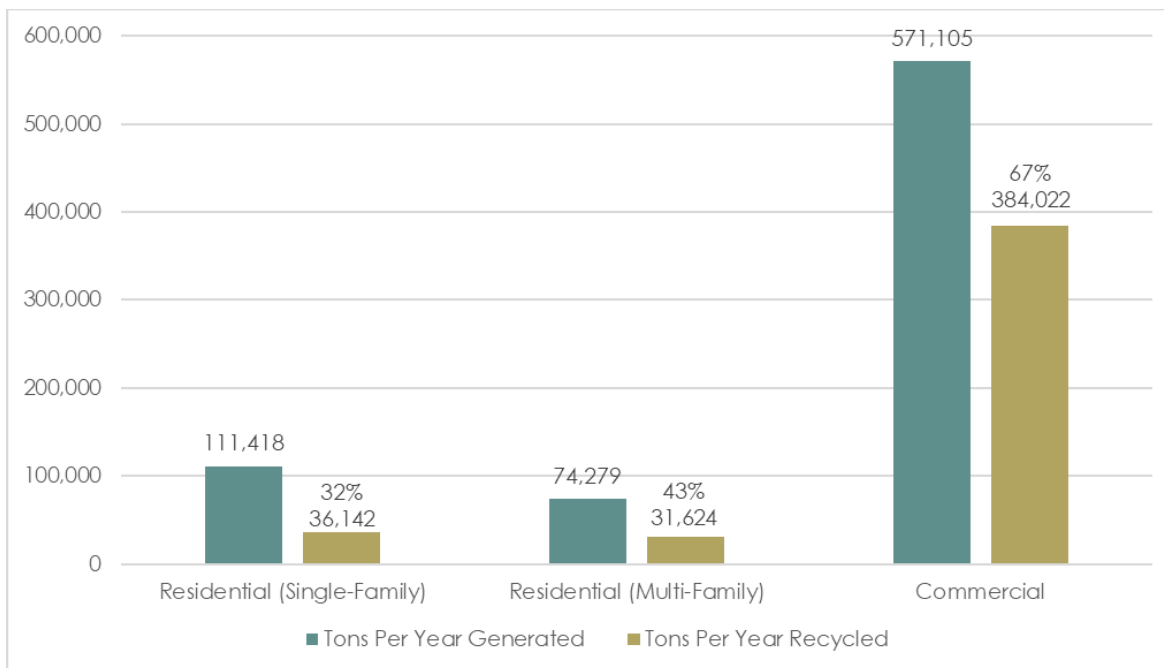
IMPLEMENT MANDATORY COMMERCIAL RECYCLING

The commercial sector, excluding multi-family properties for the purposes of this option, is responsible both for the majority of solid waste generated (County and City) as well as the majority of recycling when compared to the residential sector as presented in the Task 2 – Assessment of Current Conditions Memorandum and reflected below in **Table 17** and **Exhibit 7**.

Table 17. 2018 Annual Generated and Recycled Tons by Sector

Residential (Single-Family)		Residential (Multi-Family)		Commercial	
Generated Tons	Recycled tons	Generated Tons	Recycled tons	Generated Tons	Recycled tons
111,418	36,142	74,279	31,624	571,105	384,022

Exhibit 7. 2018 Annual Generated and Recycled Tons by Sector



In terms of the opportunity, focusing on the approximately 187,000 tons of commercial solid waste disposed in 2018 and applying the percentages of recoverable materials documented in the County's 2011 Waste Characterization Study, there are approximately 52,000 tons of recyclable materials disposed that theoretically, could have been recovered. **Table 18** presents the breakdown by material type.

Table 18. Theoretical Commercial Recyclable Materials Currently Disposed

Composition	Percentage ¹	Total (Tons)
Corrugated Paper	7.1%	13,283
Office Paper	3.5%	6,548
Glass	4.6%	8,606
Other Paper	3.5%	6,548
Aluminum Cans	1.0%	1,871
Steel Cans	0.9%	1,684
Plastic Bottles	5.9%	11,038
Other Plastics	0.0%	-
Newspaper	1.5%	2,806
TOTAL		52,383

¹ 2011 Leon County Waste Characterization Report

It should be noted that the County does not contractually control the commercial recycling stream. However; the City does provide commercial customers with green 96 gallon carts to recycle upon

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request. Regardless, the implementation of mandatory commercial recycling alone will not improve the financial condition of the County's and City's recycling program. Still, mandatory commercial recycling could bring the County closer to achieving the 75% State Recycling Goal.

Implementation

The mandatory commercial recycling programs in Florida have been implemented by ordinance. Currently, Collier County and Lee County have mandatory commercial recycling ordinances. The City of Orlando passed a similar law in 2019, to be phased in over four years. It should be noted that the project driver in Collier County was extending the life of its landfill and for Lee County to beneficially manage recyclables instead of processing via its waste to energy facility. As the County and City do not have the pressure to extend the life of finite assets, meeting its sustainability goals and the State recycling goal may be seen as the primary drivers.

The general concept behind mandatory commercial recycling is to increase participation, which will result in increased recycling tonnage. In the case of Collier County, a partnership was established with a local Chamber of Commerce to build support for the initiative. Initially a pilot program was established to demonstrate how the project would work and to address any challenges operational and assess any conflicts with codes and permits, such as parking requirements. A key finding from the pilot program was that most businesses, by meeting the requirements of the program, save money through increased recycling. The reason for the savings is because the cost for a cubic yard of recycling capacity was less than the same cubic yard of solid waste disposal capacity.

The initial resources needed to "stand up" the program were greater than at "steady state." Applying the lessons learned in Collier County and Lee County and scaling it to the City and County, it is estimated that Phase I – Program Implementation would require staffing of 1 full-time equivalent (FTE) and Phases II and III – Enforcement and Sustainment would require staffing of 2-3 FTEs. In general, the activities associated with implementation and maintenance include:

- Business Recycling Assistance;
- Recycling Education;
- Business Outreach;
- Recycling Promotion;
- Drop-Off Recycling;
- Site Visit Coordination; and
- Customer Service.

Benefits

The primary benefits of implementing a mandatory commercial recycling include engaging the business community to further embracing resource stewardship and to continue its support of meeting the States 75% recycling goal. In the case of Collier County, commercial recycling increased nearly 40% between 2006 and 2018. It is also an opportunity for each business to gain recognition within the community for its participation.

Barriers to Implementation

The primary barrier to implementation is cost to implement and maintain. However, as evidenced in Collier County, providing businesses with choice in terms of selecting one recyclable material to achieve compliance, and resolving land development code conflicts (e.g., parking), municipal and

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business community goals can be aligned and an otherwise challenging initiative can be successfully implemented.

Feasibility and Viability

As evidenced by Collier County, Lee County, and the City of Orlando, the implementation of a mandatory commercial recycling ordinance is feasible. To assess the viable requires a more in depth analysis to evaluate the benefits and costs.

IMPLEMENT MANDATORY CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

In 2018 approximately 16% of C&D generated in the County was landfilled. This percentage translates to approximately 74,000 tons. This is material that can easily be recycled and infrastructure already exists in the County. One mechanism to compel the capture and recycling of C&D is a mandatory ordinance. This approach was approved in Lee County in 2007 and became effective on June 1, 2008. While implementing a mandatory ordinance, the County does not control the market nor pricing to the C&D generator. In addition, the ordinance only requires recycling of 50% of C&D generated by a subject project and exempts certain smaller projects. Through this ordinance, a management plan is required and a fee is assessed depending on the nature of the project. Based on the 2018 FDEP Recycling Reports, Lee County achieved an 80% recycling rate for C&D, which when compared to their C&D recycling rate of 39% in 2006 is a significant improvement. Notably, Leon County, in the absence of a mandatory C&D recycling ordinance achieved an 84% recycling rate for C&D in 2018. Still, further analysis is warranted to assess the benefits.

DISCONTINUE CURBSIDE RECYCLING

While recycling programs across the U.S. have experienced significant cost increases since 2018, most have not discontinued their curbside recycling program. Of the communities that did discontinue their curbside recycling collection, many have reestablished the program by adjusting collection frequency, limiting the material types collected, and monitoring contamination. Recovered materials are still being sought by Chinese markets even though their government has restricted imports for contamination issues. Chinese companies are investing in shuttered paper mills and other processing facilities so that clean materials can be shipped to China. It takes time for this infrastructure to be developed and the recycling industry is cautiously optimistic that domestic markets will be developed in the near future.

Discontinuing curbside recycling collection programs is usually met with public discontent. The investments in program development and equipment are often lost when a program is terminated, and reestablishment of the program requires another significant investment and remains largely untested in terms of long-term impacts. Furthermore, discontinuing the recycling program means that the transfer station will need to accommodate the once-recycled materials for transfer to the landfill for disposal. Costs to dispose of recyclables are presented in **Table 19**.

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Table 19. Annual Cost for Disposal of Recyclables

Recyclable Material	Annual Tons (2018)		Leon Co Transfer Station Tipping Fee *	Annual Disposal Cost	
	City	County		City	County
Single Stream	8,288	8,037	\$30.00	\$248,640	\$241,110
Commercial Cardboard	4,475	0		\$134,250	\$0
Commercial Office Paper	13	0		\$390	\$0
Total	12,776	8,037		\$383,280	\$241,110
	20,813			\$624,390	

* Tipping Fee as of October 1, 2020

Discontinuing management of single-stream recyclables will cost just under \$500,000 annually in added disposal costs through the Leon County Transfer Station. If the City chooses to discontinue its commercial cardboard and office paper recycling programs, the commercial entities will likely place these materials in the trash which will increase tons received at the transfer station by about 4,500 tons annually and add about \$135,000 in disposal fees to these businesses.

4 CONCLUSIONS

The recycling program in the City and County is an efficient operation that relies on contracts with private haulers and recyclers operating in the County. Unfortunately, the recycling program has experienced significant cost increases during the past several years, from the globally depressed market for recyclable materials. In the past two years, the City and County together have experienced an annual increase of about \$1M to process single stream recyclables, from about \$250K to about \$1.25M annually. Taking into account the AMV, recycling processing currently costs the City and County customers approximately \$63 per ton.

There are few options available to the City and County that will reduce recycling processing costs. A summary of the options assessed are below:

- **Contract with a Different Recycling Processing Facility.** The closest facilities that are capable of processing single stream recyclables are located in Cantonment (about 203 miles from the City) and Jacksonville (about 163 miles from the City). Transportation costs alone to these facilities is estimated to be between \$64 and \$75 per ton, almost double the existing processing costs at Marpan. Long haul transportation makes this option unviable.
- **Adjustments to Recycling Collection.** Eliminating mixed plastics (#3 through #7 plastics) from the recycling program will affect the AMV (based on the current value and composition) by decreasing processing costs by \$0.51 per ton or about \$8,400 annually.
- **Renegotiate the Marpan Agreements.** Notwithstanding the dramatic increase in costs since 2014, based on the analysis contain herein as well as prior memoranda, the City and County have an effective contractual arrangement with Marpan. However, there are two areas worth renegotiating. The first is formalizing the \$0/ton disposal costs for glass. The second item is to negotiate a higher reject threshold than 15%. Addressing both of these items can protect the City and County from future cost increases related to disposal of these materials. This

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can protect the City and County from additional costs increases of about \$4.59 per ton or about \$22,500 annually.

- **Developing a City/County-Owned MRF.** Capital costs related to site development and construction are estimated to be between \$15M and \$25M which equates to a between \$88 and \$146 per ton. Since this exceeds the current costs of \$76.28 per ton for processing offered by Marpan (and does not include other annual costs related to operation and maintenance), it is not considered a viable alternative.
- **Expanding Commercial Cardboard Recycling.** Annual revenue from collecting about 4,478 tons of commercial cardboard is about \$263,000. Additional outreach and communication to City businesses to increase cardboard recycling by 40%, to about 6,270 tons annually can increase revenue by about \$105,000 annually.
- **Implement Mandatory Commercial Recycling.** Mandatory commercial recycling typically increases commercial recycling quantities. For the benefits to be realized, the City and County will need to provide technical assistance to businesses who wish to start a recycling program, in addition to addressing businesses that do not comply with recycling requirements. A correlation in reduced waste will decrease revenue from tipping fees, but will also reduce transportation costs related to hauling material from the Leon County Transfer Station to the Springhill Landfill.
- **Implement Mandatory Construction and Demolition Debris Recycling.** Similar to mandatory commercial recycling, one can reasonably expect an increase in C&D recycling if it were mandated. Further, it can be assumed that success would require the City and County to provide technical assistance to the affected parties. However, the City and County could follow the model developed in Lee County and incorporate the lessons learned to maximize the benefits to their recycling rate and any associate reduction in transportation costs related to hauling material from the Leon County Transfer Station to the Springhill Landfill.
- **Discontinue the Curbside Recycling Program.** While this will reduce costs related to the collection and processing of recyclable materials, there will need to be modifications to existing RWSCs to handle increased traffic and material quantities. There will also be a loss in the investment the City and County have made to the curbside recycling program, loss of public confidence, and difficulty meeting sustainability goals.

THIRD AMENDMENT TO CONTRACT BETWEEN LEON COUNTY AND MARPAN RECYCLING, LLC FOR RECYCLABLE MATERIALS PROCESSING SERVICES

THIS THIRD AMENDMENT TO THE CONTRACT BETWEEN LEON COUNTY AND MARPAN RECYCLING, LLC FOR RECYCLABLE MATERIALS PROCESSING SERVICES is dated this _____ day of _____, 2020 ("Third Amendment") and is made by and between Leon County, a charter county and political subdivision of the State of Florida ("County"), and Marpan Recycling, LLC, a Florida limited liability company ("Contractor").

RECITALS

WHEREAS, the County and the Contractor entered into a contract for recyclable materials processing services dated March 12, 2014 ("Contract"); and

WHEREAS, the County and the Contractor entered into a First Amendment to the Contract on April 12, 2016 ("First Amendment"); and

WHEREAS, the County and the Contractor entered into a Second Amendment to the Contract on May 16, 2019 ("Second Amendment"); and

WHEREAS, the Parties have determined it to be in the best interest of both the County and the Contractor to amend the Second Amendment and Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual covenants and promises, the sufficiency of same being acknowledged, the Parties hereto agree as follows:

I. Section 2.0 is hereby amended to read:

The Contract term shall be for an initial term of seven (7) years commencing on October 1, 2013 and terminating at midnight on September 30, 2020. The Parties hereby agree to extend this Contract for a period of four (4) additional months, terminating at midnight on January 31, 2021. At the County's sole discretion and upon not less than sixty (60) days prior notice to the Contractor, the Contract may be extended for ~~one (1) additional term of three (3) years~~ a period of eight (8) additional months, terminating at midnight on September 30, 2021.

II. Section 11.1 c. is hereby amended to read:

Commencing on February 1, 2020, A-a fee of eighty seventy-nine dollars and twenty five cents (\$79.0080.25) fee ("Contractor's Fee") per Ton shall be deducted from the AMV. The Contractor's Fee shall be subject to adjustment as set forth in Section 11.1(f). Should this Contract be extended as provided in

Section 2.0, the Contractor's Fee shall increase to eighty-nine dollars (\$89.00) beginning on February 1, 2021.

III. Section 11.1 e. is hereby amended to read:

Beginning on February 1, 2020 and thereafter, ~~if~~ if the AMV is less than the Contractor's Fee, the Contractor shall make no payment to the County and the County shall pay the contractor the sum amount of the Contractor's Fee, less ~~forty percent (40%) of~~ the AMV, for each ton of inbound Program Recyclables delivered during the month, but in no event to exceed ~~\$28 per ton~~ the Contractor's Fee.

Should this Contract be extended as provided in Section 2.0, beginning on February 1, 2021 and thereafter, if the AMV is less than the Contractor's Fee, the Contractor shall make no payment to the County and the County shall pay the contractor the sum amount of the Contractor's Fee, less thirty percent (30%) of the AMV, for each ton of inbound Program Recyclables delivered during the month, but in no event to exceed the Contractor's Fee.

~~For the months of October 2018 through January 2019, the inbound Recyclables for each month will be set at 560.87 tons.~~

If monthly in-bound tonnage increases more than 15% over the previous month, the County and Contractor agree to cap the increase at 15% until a review can be conducted to ensure the accuracy of the in-bound tonnage.

IV. Section 11.1 f. is hereby deleted.

V. Exhibit A, 1. C. is hereby ~~amended in its entirety deleted~~, and a new Exhibit A, 1. C. is hereby adopted to read:

Beginning on February 1, 2020 and thereafter, if the AMV is less than the Contractor's Fee, the Contractor shall make no payment to the County and the County shall pay the contractor the sum amount of the Contractor's Fee, less forty percent (40%) of the AMV, for each ton of inbound Program Recyclables delivered during the month, but in no event to exceed the Contractor's Fee.

AMV is less than Contractor's Fees:

$\$80.25 - (\text{AMV} \times 40\%) = \text{Sum Amount (not to exceed the Contractor's Fee)}$

Example Calculation (assuming an AMV of ~~\$37.40~~ per ton):

$\$80.25 - (\$37.40 \times 40\%) = \$65.29 \text{ per ton}$

Should this Contract be extended as provided in Section 2.0, beginning on February 1, 2021 and thereafter, if the AMV is less than the Contractor's Fee, the Contractor shall make no payment to the County and the County shall pay the

contractor the sum amount of the Contractor's Fee, less thirty percent (30%) of the AMV, for each ton of inbound Program Recyclables delivered during the month, but in no event to exceed the Contractor's Fee.

AMV is less than Contractor's Fees:

$\$89.00 - (\text{AMV} \times 30\%) = \text{Sum Amount (not to exceed the Contractor's Fee)}$

Example Calculation (assuming an AMV of \$37.40 per ton):

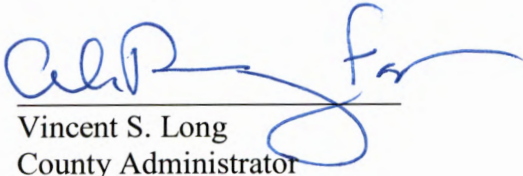
$\$89.00 - (\$37.40 \times 30\%) = \$77.78 \text{ per ton}$

VI. All other provisions, sections and requirements contained in the Contract dated March 12, 2014; the First Amendment dated April 12, 2016; and the Second Amendment dated May 16, 2019 not otherwise in conflict with the provisions herein, shall remain in full force and effect.

VII. Effective Date. This Third Amendment shall be effective commencing February 1, 2020.

LEON COUNTY, FLORIDA

BY:

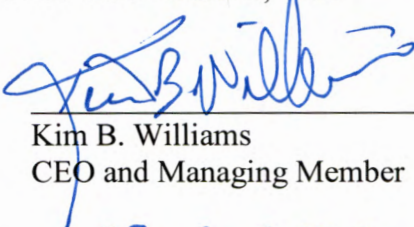

Vincent S. Long
County Administrator

Date:

2/17/2020

MARPAN RECYCLING, LLC

BY:


Kim B. Williams
CEO and Managing Member

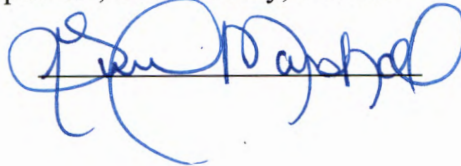
Date:

02.12.2020

ATTEST:

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

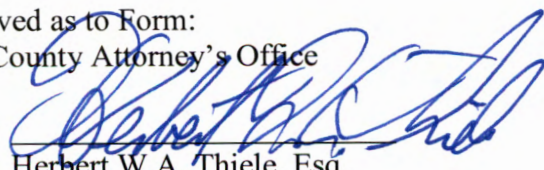
BY:





Approved as to Form:
Leon County Attorney's Office

BY:


Herbert W.A. Thiele, Esq.
County Attorney

**Leon County
Board of County Commissioners**

Notes for Agenda Item #19

Leon County Board of County Commissioners

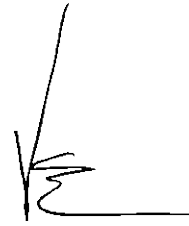
Agenda Item #19

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Nominations to the Governor for Appointment to the Leon County Children's Services Council



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Heather Peeples, Special Projects Coordinator

Statement of Issue:

This item seeks Board approval of a proposed process for soliciting and selecting citizen applications for gubernatorial appointment to the Children's Services Council of Leon County, which was approved by a majority of voters during the November 2020 General Election.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the proposed process for soliciting and selecting citizen applications for gubernatorial appointment to the Children's Services Council of Leon County.

Report and Discussion

Background:

This item seeks the Board's approval of a proposed process for soliciting and selecting citizen applications for gubernatorial appointment to the Children's Services Council (CSC) of Leon County. During the 2020 General Election, over 65% of the electorate voted in favor of establishing a CSC to provide children with early learning and reading skills, development, treatment, preventative and other children's services in Leon County.

On February 27, 2018, the Board directed staff to prepare an agenda item to consider placing on the 2018 General Election ballot, the question of establishing an independent CSC. The requested agenda item was presented at the March 27, 2018 meeting and included a proposed Ordinance establishing an independent CSC upon voter approval. During the March 27th meeting, the Board directed staff to prepare an agenda item providing an overview of existing research relative to issues impacting children in Leon County, approaches regarding a possible education and information program, and options for the County's support during the CSC's first year of operation. The agenda item was presented to the Board on May 22, 2018 and included an aggregation of available data points that are common indicators of child well-being and presented a comparison of Leon County to the State of Florida. In addition, the Board approved scheduling the first and only public hearing for the proposed Ordinance on June 19, 2018.

The Board held its first and only public hearing for Ordinance No. 2018-13 (Attachment #1) on June 19, 2018 in which the Board voted to place a referendum to establish an independent CSC on the 2020 General Election ballot. Per the Ordinance adopted by the Board, the CSC of Leon County is a special district with ad valorem taxing authority limited to one-half mill annually and independent oversight and accountability as required by law. The Leon County CSC must also be reauthorized by voters after 12 years unless it is dissolved by a special act of the Legislature or the adoption of a County ordinance subject to the approval of the local electorate.

During the June 19th meeting, the Board also requested that staff prepare an agenda item to include options for the establishment and support of a Children's Services Council Planning Committee for the purpose of developing a plan for a future Leon County CSC if approved by voters.

On July 10, 2018, the Board voted to support *Our Kids First* in establishing an independent Children's Services Council Planning Committee. In addition, \$75,000 was appropriated from the General Fund contingency account for the Committee to secure staffing services with a consultant and the County acting as the fiscal agent for the Agreement. Per the Agreement, the consultant facilitated the Committee's meetings between September 2018 and December 2019. During its final meeting on December 13, 2019, the Committee voted to approve a final report with recommendations for the operation of a CSC in Leon County. On December 23, 2019, the Committee's final report was transmitted to the Board. At this time, the County Administrator reported that, if the referendum to establish a CSC was approved by the voters, staff would prepare for the Board's consideration a proposed process for nominating candidates to the Governor for appointment to the CSC.

Analysis:

Per Section 125.901, Florida Statutes, and Leon County Ordinance No. 2018-13, the CSC shall consist of ten (10) members, including:

- The superintendent of schools;
- A school board member as appointed by the school board;
- The Department of Children and Families District Administrator, or his or her designee;
- A judge assigned to juvenile cases as appointed by the chief judge;
- A county commissioner as appointed by the board of county commissioners; and
- Five (5) members appointed by the Governor from candidates nominated by the board of county commissioners to serve a four-year term.

The eligibility criteria for the gubernatorial appointments are outlined in both Florida Statutes and the County Ordinance. These criteria include the requirement that nominees have been residents of Leon County for the previous 24-month period and are willing to submit an annual Statement of Financial Interests Form. Florida Statutes also require that gubernatorial appointments are representative of the demographic diversity of the County's population.

To fill the gubernatorial appointments, the Board is required by Florida Statutes to submit to the Governor at least three (3) recommendations for each of the five (5) vacancies (a minimum total of 15 candidates), after soliciting nominations from the public. The Governor then has 45 days to make a selection or request a new list of candidates.

Once members are appointed to a CSC, the newly formed government body is responsible for assessing the needs of the children in the county and developing a strategic plan for addressing unmet needs which must then be submitted to the Board. The CSC, like the County, must also go through the process of adopting a millage rate and budget in accordance with Florida's the Truth in Millage (TRIM) Act. No later than January 1, 2022, and by the same date each subsequent year, the CSC must submit an annual report to the Board as required by Florida law.

To ensure the CSC is able to fulfil these statutory requirements during its first year of operation, it is recommended that Leon County begin soliciting applications for the five (5) gubernatorial appointments on November 18, 2020 and select 15 nominees at the January 26, 2021 meeting. This process was developed in consultation with the Florida Children's Council, the statewide umbrella organization for children's services councils.

Information about the CSC including an application form for gubernatorial appointments will be posted on the County's website. To apply for these vacancies, interested residents will complete the County's online citizen committee application form, which has been updated with additional questions to confirm that applicants meet the eligibility criteria regarding residency and filing financial disclosure forms annually. As part of the application, applicants are asked to attach a resume or provide a brief explanation of how their skills, experience, or educational background will contribute to the CSC. Additionally, the application form includes the County's standard

diversity section which collects information regarding applicants' race/ethnicity, gender, age, disability status, and place of residence in Leon County. This information will be compiled to assist the Board in ensuring the slate of nominees is representative of the demographic diversity of the County's population.

To ensure applications are received from a diverse group of eligible residents, all of the County's available print, radio, television, digital, and social media resources will be utilized announce the launch of the application on November 18, 2020. Residents will have until January 13, 2021 (8 weeks) to submit their application online. After the application deadline has past, the eligible applications will be compiled for the Board's consideration during the January 26, 2021 meeting. In order to narrow down the pool of applicants to the 15 nominations that will be submitted to the Governor, it is recommended that each Commissioner nominate two (2) applicants and the full Board nominate one (1) additional applicant. To accomplish this during the meeting, it is recommended that the Board conduct three rounds of nominations as follows:

- **Round #1:** Each Commissioner nominates one (1) eligible applicant.
- **Round #2:** Each Commissioner nominates one (1) eligible applicant from the remaining applicant pool.
- **Round #3:** The full Board nominates one (1) eligible applicant from the remaining applicant pool.

After Round #3, the Board would vote to recommend the 15 selected applicants to the Governor.

Following the Board's selection, the County Administrator would then send a letter to the Governor and the Governor's Appointments Office with the list of 15 nominees to be considered for appointment to the CSC. All of the candidates would be notified of their nomination and directed to complete two additional online forms as required by the Governor's Appointments Office. In accordance with Florida Statutes, the Governor then has 45 days to make a selection or request a new list of candidates.

As noted previously, gubernatorial appointees to the CSC serve four-year terms. However, per Florida Statutes, the length of the terms of the initial appointees must be adjusted to stagger the terms. To fulfill this requirement, the following term lengths are recommended for each vacant seat on the CSC:

- Seat #1: Four-Year Term
- Seat #2: Two-Year Term
- Seat #3: Four-Year Term
- Seat #4: Two-Year Term
- Seat #5: Four-Year Term

Each of the five (5) gubernatorial appointees would be randomly assigned a seat number and corresponding term length. It should be noted that there is no statutory limit to the number of terms an individual may serve on a CSC, so those assigned a two-year term will be eligible to apply for reappointment.

As noted previously, there are five (5) ex-officio members of the CSC including one (1) Commissioner appointed by the full Board. As part of the Board's annual Commissioner

appointment agenda item scheduled for the December 8, 2020 meeting, the Board will select a Commissioner to serve on the CSC. The remaining ex-officio members will be notified of their appointment to the CSC or directed to select a designee to serve on the CSC as needed.

Options:

1. Approve the proposed process for soliciting and selecting citizen applications for gubernatorial appointment to the Children's Services Council of Leon County.
2. Do not approve the proposed process for soliciting and selecting citizen applications for gubernatorial appointment to the Children's Services Council of Leon County.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Leon County Ordinance No. 2018-13

ORDINANCE NO. 2018- 13

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, PROVIDING FOR THE CREATION OF AN INDEPENDENT SPECIAL DISTRICT TO BE KNOWN AS THE "CHILDREN'S SERVICES COUNCIL OF LEON COUNTY", SUBJECT TO THE APPROVAL OF THE ELECTORATE; PROVIDING FOR A GOVERNING BODY TO BE KNOWN AS THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY; PROVIDING FOR MEMBERSHIP AND DUTIES OF THE COUNCIL; PROVIDING FOR FINANCIAL REQUIREMENTS AND BUDGET PROCEDURES; PROVIDING FOR THE AUTHORIZATION TO LEVY AD VALOREM TAXES NOT TO EXCEED ONE-HALF (1/2) MILL, SUBJECT TO A REFERENDUM; SETTING FORTH THE BALLOT QUESTION FOR SUCH REFERENDUM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.901 Florida Statutes, authorizes the creation of an independent special district to provide children's services throughout each county of the State; and

WHEREAS, the Board of County Commissioners has determined that it would serve the public interest to establish said independent special district within Leon County, and to authorize the district to levy ad valorem taxes not to exceed one-half mill, all subject to approval by the electorate by referendum.

BE IT ORDAINED by the Board of County Commissioners of the County of Leon, Florida, as follows, that:

Section 1. Title.

This ordinance may be cited as the "Children's Services Council of Leon County Independent Special District Ordinance."

Section 2. Not exclusionary.

1 Nothing in this ordinance shall prohibit the county from exercising such power as is
2 provided by general or special law to provide children's services.

3 **Section 3. Creation of independent special district; tax levy.**

4 (a) *Creation.* There is hereby created, subject to the approval of the electorate of the
5 county by referendum, an independent special district as defined in F.S. §§ 189.012 and
6 200.001(8)(e) to provide funding for children's services throughout the county in accordance
7 with F.S. § 125.901. The independent special district shall be known as the "Children's Services
8 Council of Leon County". The boundaries of the district shall be coterminous with the
9 boundaries of the county.

10 (b) *Tax levy.* The Board of County Commissioners shall obtain approval, by a
11 majority vote of those electors voting on the question, to allow the Children's Services Council
12 of Leon County to annually levy ad valorem taxes which shall not exceed the maximum millage
13 rate of one-half (1/2) mill as authorized by s. 125.901, F.S. The district shall be required to levy
14 and fix millage subject to the provisions of F.S. § 200.065. Once such millage is approved by
15 the electorate, the district shall not be required to seek approval of the electorate in future years
16 to levy the previously approved millage.

17 **Section 4. Governing body of the district; composition; appointment; term.**

18 (a) *Governing body of district.* The governing body of the Children's Services
19 Special District shall be known as the "Children's Services Council of Leon County."

20 (b) *Composition; appointment; term.* The Children's Services Council of Leon
21 County shall consist of ten (10) members, including: the superintendent of county public schools;
22 a member of the county school board (as selected by the school board); the district administrator
23 from Circuit 2 of the Northwest Region of the Florida Department of Children and Families, or

his or her designee, who is a member of the Senior Management Service or of the Selected Exempt Service; one member of the Board of County Commissioners; and a judge assigned to juvenile cases, who shall sit as a voting member of the board, except that the judge shall not vote or participate in the setting of ad valorem taxes under this ordinance. In the event there is more than one judge assigned to juvenile cases in the county, the chief judge shall designate one of the juvenile judges to serve on the board. The remaining five members shall be appointed by the Governor, and shall, to the extent possible, represent the demographic diversity of the population of the county. After soliciting recommendations from the public, the Board of County Commissioners shall submit to the Governor the names of at least three (3) persons for each vacancy occurring among the five (5) members appointed by the Governor, and the Governor shall appoint members to the council from the candidates nominated by the Board of County Commissioners. The Governor shall make a selection within a 45-day period or request a new list of candidates. All members appointed by the Governor shall have been residents of the county for the previous 24-month period. Such members shall be appointed for 4-year terms, except that the length of the terms of the initial appointees shall be adjusted to stagger the terms. The Governor may remove a member for cause or upon the written petition of the Board of County Commissioners. If any of the members of the council required to be appointed by the Governor under the provisions of this section shall resign, die or be removed from office, the vacancy thereby created shall, as soon as practicable, be filled by appointment by the Governor, using the same method as the original appointment, and such appointment to fill a vacancy shall be for the unexpired term of the person who resigns, dies or is removed from office.

Section 5. Council's powers and functions.

The Children's Services Council of Leon County shall have all of the following powers and functions:

- (1) To provide and maintain in the county such preventive, developmental, treatment and rehabilitative services for children as the council determines are needed for the general welfare of the county.
- (2) To provide such other services for all children as the council determines are needed for the general welfare of the county.
- (3) To allocate and provide funds for other agencies in the county which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.
- (4) To collect information and statistical data and to conduct research, which will be helpful to the council and the county in deciding the needs of children in the county.
- (5) To consult with other agencies dedicated to the welfare of children, to the end that the overlapping of services will be prevented.
- (6) To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done unless paid for with cash on hand or secured by funds deposited in financial institutions. Nothing in this subsection shall be construed to authorize the district to issue bonds of any nature, nor shall the district have the power to require the imposition of any bond by the Board of County Commissioners.

- 1 (7) To employ, pay, and provide benefits for any part-time or full-time personnel
2 needed to execute the foregoing powers and duties.

3 **Section 6. Organization of Council.**

4 The Children's Services Council of Leon County shall:

- 5 (1) Immediately after the members are appointed, elect a chairman and a vice
6 chairman from among its members, and elect other officers as deemed necessary
7 by the council.
- 8 (2) Immediately after the members are appointed and officers are elected, identify
9 and assess the needs of the children in the county served by the council and
10 submit to the Board of County Commissioners a written description of:
- 11 a. The activities, services and opportunities that will be provided to children.
 - 12 b. The anticipated schedule for providing those activities, services, and
13 opportunities.
 - 14 c. The manner in which children will be served, including a description of
15 arrangements and agreements which will be made with community
16 organizations, state and local educational agencies, federal agencies,
17 public assistance agencies, the juvenile courts, foster care agencies, and
18 other applicable public and private agencies and organizations.
 - 19 d. The special outreach efforts that will be undertaken to provide services to
20 at-risk, abused, or neglected children.
 - 21 e. The manner in which the council will seek and provide funding for unmet
22 needs.

f. The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.

(3) Provide training and orientation to all new members sufficient to allow them to perform their duties.

(4) Make and adopt bylaws and rules and regulations for the council's guidance, operation, governance, and maintenance, provided such rules and regulations are not inconsistent with federal or state laws or county ordinances.

Section 7. Annual report of the Council.

The Children's Services Council of Leon County shall provide an annual written report, to be presented no later than January 1, to the Board of County Commissioners. The annual report shall contain, but not be limited to, the following information:

(1) Information on the effectiveness of activities, services, and programs offered by the council, including cost-effectiveness.

(2) A detailed anticipated budget for continuation of activities, services, and programs offered by the council, and a list of all sources of requested funding, both public and private.

(3) Procedures used for early identification of at-risk children who need additional or continued services and methods for ensuring that the additional or continued services are received.

(4) A description of the degree to which the council's objectives and activities are consistent with the goals of this ordinance.

(5) Detailed information on the various programs, services, and activities available to participants and the degree to which the programs, services, and activities have been successfully used by children.

(6) Information on programs, services, and activities that should be eliminated; programs, services and activities that should be continued; and programs, services and activities that should be added to the basic format of the council.

Section 8. Quarterly financial report.

Within 10 days, exclusive of weekends and legal holidays, after the expiration of each quarter annual period, the Children's Services Council shall cause to be prepared and filed with the Board of County Commissioners a financial report which shall include the following:

- (1) The total expenditures of the council for the quarter annual period.
- (2) The total receipts of the council during the quarter annual period.
- (3) A statement of the funds the council has on hand, has invested, or has deposited with qualified public depositories at the end of the quarter annual period.
- (4) The total administrative costs of the council for the quarter annual period.

Section 9. Minutes of meetings.

The Children's Services Council shall maintain minutes of each meeting, including a record of all votes cast, and shall make such minutes available to any interested person.

Section 10. Compensation; expenses.

Members of the Children's Services Council shall serve without compensation, but shall be entitled to receive reimbursement for per diem and travel expenses consistent with the provisions of F.S. § 112.061.

Section 11. District fiscal year; budget.

1 (a) The fiscal year of the district shall be the same as that of the County.

2 (b) On or before July 1 of each year, the Children's Services Council shall prepare a
3 tentative annual written budget of the district's expected income and expenditures, including a
4 contingency fund. The council shall, in addition, compute a proposed millage rate within the
5 voter-approved cap necessary to fund the tentative budget and, prior to adopting a final budget,
6 comply with the provisions of F.S. § 200.065, relating to the method of fixing millage, and shall
7 fix the final millage rate by resolution of the council. The adopted budget and final millage rate
8 shall be certified and delivered to the Board of County Commissioners as soon as possible
9 following the council's adoption of the final budget and millage rate pursuant to F.S. ch. 200.
10 Included in each certified budget shall be the millage rate, adopted by resolution of the council,
11 necessary to be applied to raise the funds budgeted for district operations and expenditures. In
12 no circumstances, however, shall any district levy millage to exceed a maximum of one-half
13 (1/2) mill of assessed valuation of all properties within the county which are subject to ad
14 valorem county taxes.

15 (c) The budget of the district so certified and delivered to the Board of County
16 Commissioners shall not be subject to change or modification by the Board of County
17 Commissioners or any other authority.

18 **Section 12. District reports and documentation required by law.**

19 The district shall comply with all statutory requirements of general application which
20 relate to the filing of any financial reports or compliance reports required under F.S. ch. 218, pt.
21 III, or any other report or documentation required by law, including the requirements of F.S. §§
22 189.015, 189.016, and 189.08.

23 **Section 13. Fiscal management; surety bond.**

1 (a) All tax money collected under this ordinance, as soon after the collection thereof
2 as is reasonably practicable, shall be paid directly to the Children's Services Council by the tax
3 collector of the county, or the clerk of the circuit court, if the clerk collects delinquent taxes.

4 (b) All moneys received by the Children's Services Council shall be deposited in
5 qualified public depositories, as defined in F.S. § 280.02, with separate and distinguishable
6 accounts established specifically for the council and shall be withdrawn only by checks signed
7 by the chairman of the council and countersigned by either one other member of the council or
8 by a chief executive officer who shall be so authorized by the council.

9 (c) Upon entering the duties of office, the chairman and the other member of the
10 council or chief executive officer who signs its checks shall each give a surety bond in the sum
11 of at least \$1,000.00 for each \$1,000,000.00 or portion thereof of the council's annual budget,
12 which bond shall be conditioned that each shall faithfully discharge the duties of his or her
13 office. The premium on such bond may be paid by the district as part of the expense of the
14 council. No other member of the council shall be required to give bond or other security.

15 (d) No funds of the district shall be expended except by check as aforesaid, except
16 expenditures from a petty cash account which shall not at any time exceed \$100.00. All
17 expenditures from petty cash shall be recorded on the books and records of the council. No
18 funds of the council, excepting expenditures from petty cash, shall be expended without prior
19 approval of the council, in addition to the budgeting thereof.

20 **Section 14. Optional funding.**

21 After or during the first year of operation of the Children's Services Council of Leon
22 County, the Board of County Commissioners, at its option, may fund in whole or in part the
23 budget of the council from its own funds.

1 **Section 15. Use of funds.**

2 Funds collected pursuant to the provisions of this ordinance shall be used to support
3 improvements in children's services and that such funds shall not be used as a substitute for
4 existing resources or for resources that would otherwise be available for children's services.

5 **Section 16. Referendum.**

6 The authority of the Children's Services of Leon County to levy up to one-half (1/2) mill
7 to carry out the purposes and intent of this ordinance and to fund the District shall be presented
8 to the County electorate by placing a question on the November 3, 2020 general election ballot.
9 The Supervisor of Elections of Leon County shall place the following question on the general
10 election ballot:

11 ESTABLISHMENT OF CHILDREN'S SERVICES COUNCIL OF LEON COUNTY
12
13

14 "Should the Children's Services Council of Leon County be established to provide
15 children with early learning and reading skills, development, treatment, preventative and other
16 children's services in Leon County as a special district with ad valorem taxing authority limited
17 to one-half (1/2) mill annually, and independent oversight and accountability as required by law,
18 unless and until the district is dissolved as specified in s.125.901(4)(a), Florida Statutes?"
19

20 **YES** _____

21 **NO** _____
22
23

24 **Section 17. Conflicts.** All ordinances or parts of ordinances in conflict with the
25 provisions of this ordinance are hereby repealed to the extent of such conflict, except to the
26 extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan, as
27 amended, which provisions shall prevail over any parts of this ordinance which are inconsistent,
28 either in whole or in part, with the said Comprehensive Plan.

Section 18. Severability. If any provisions or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 19. Effective Date. This ordinance shall have effect upon becoming law.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 19th day of June, 2018.

LEON COUNTY, FLORIDA



By: _____

Nick Maddox, Chairman
Board of County Commissioners

ATTEST:

Gwendolyn Marshall, Clerk of Court and
Comptroller, Leon County, Florida

By: _____

APPROVED AS TO FORM:

Office of the County Attorney
Leon County, Florida

By: _____

Herbert W. A. Thiele
County Attorney

**Leon County
Board of County Commissioners**

Notes for Agenda Item #20

Leon County Board of County Commissioners

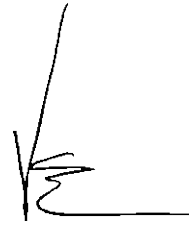
Agenda Item #20

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Full Board Appointments to the Architectural Review Board and the Leon County Educational Facilities Authority



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

Statement of Issue

This item seeks the full Board's consideration of the appointment of citizens to the Architectural Review Board, and the Leon County Educational Facilities Authority

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Appoint a citizen, Miriam Gurniak, to Architectural Review Board for the remainder of the unexpired term ending June 30, 2021.

Option #2: Appoint a citizen, Rica Calhoun, to the Leon County Educational Facilities Authority for the remainder of the unexpired term ending July 31, 2021.

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:

Architectural Review Board (ARB)

Purpose: The responsibility of ARB is to review and make recommendations on the listing of properties on the Local Register Historic Places; protect the character of property in the Historic Preservation Overlay (HPO) designation; and, on behalf of County and City, administers federal Certified Local Government program for historic preservation.

Composition: ARB membership consists of eight (8) citizens, four (4) appointed by the Board and four (4) appointed by the City of Tallahassee, plus the Planning Commission Chairman (or designee) and the Planning Department Director (or designee). The four Board appointed citizen members consist of:

- two owners of property zoned with the Historic Preservation Overlay (HPO)
- one member of American Institute of Architects (AIA)
- one member representing Tallahassee Trust for Historic Preservation (TTHP)

As per the County Code of Laws, members serve three-year terms, expiring on June 30 and may not serve more than two consecutive terms. Members of the ARB must be residents or property owners in Leon County.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
10	1	Male - 4 Female - 5	White - 9

Vacancy: Board-appointed member, Peter Kiedrowski, has resigned effective September 30, 2020. Mr. Kiedrowski's filled the ARB seat for an owner of property zoned with the Historic Preservation Overlay and his term was due to expire on June 30, 2021. The eligible applicant is listed in Table #1.

Table #1: Architectural Review Board

Vacancies / Category	Term Expiration	Eligible Applicants Application Attachment #	Gender-Race	Recommended Action
Peter Kiedrowski <i>Resigned</i>	6/30/2021 <i>Owner of property zoned historic preservation overlay</i>	1. Miriam Gurniak	Female – White	Appoint one eligible applicant for the remainder of the unexpired term ending 6/30/2021.

Leon County Educational Facilities Authority (EFA)

Purpose: The purpose of the Authority is to assist institutions for higher education in the construction, financing, and refinancing of projects.

Composition: There are seven (7) members appointed by the full Board, with each member serving a term of five years. All members must be residents of Leon County. At least one must be a trustee, director, officer, or employee of an institution for higher education. The Authority also includes one (1) County Commissioner to serve as the Board’s liaison to the EFA. Currently, Commissioner Desloge serves as the Board liaison on the EFA.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
8	1	Male - 6 Female - 1	White – 6 Black - 1

Vacancies: EFA member Dennis Bailey, who filled the Higher Education Representative Seat, has resigned. His term was due to expire on July 31, 2021. The eligible applicant for the Higher Education Representative Seat is listed in Table #2.

Table #2: Educational Facilities Authority

Vacancies / Category	Term Expiration	Eligible Applicants Application Attachment #	Gender-Race	Recommended Action
Dennis Bailey <i>Resigned</i>	7/31/2021 <i>Higher Education Rep</i>	2. Rica Calhoun	Female – Black	Appoint one eligible applicant for the remainder of the unexpired term ending 7/31/2021.

Options:

1. Appoint a citizen, Miriam Gurniak, to Architectural Review Board for the remainder of the unexpired term ending June 30, 2021.
2. Appoint a citizen, Rica Calhoun, to the Leon County Educational Facilities Authority for the remainder of the unexpired term ending July 31, 2021.
3. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Gurniak application and resume
2. Calhoun application and resume



LEON COUNTY BOARD OF COUNTY COMMISSIONERS Attachment #1
CITIZEN COMMITTEE APPLICATION Page 1 of 7
ARCHITECTURAL REVIEW 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.

Name: Ms. Miriam Gurniak		Date: 5/30/2019 5:49:56 PM	
Home Address:	125 Cadiz Street Tallahassee, FL 32301	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 273-1037	Do you own property in the Tallahassee City Limits?	Yes
Email:	miriamgurniak@gmail.com	How many years have you lived in Leon County?	23

(EMPLOYMENT INFORMATION)

Employer:	TMH Family Medicine Residency Program, Anderson-Brickler Midwifery	Work Address:	1304 Hodges Drive Tallahassee, FL 32301
Occupation:	Certified Nurse-Midwife/APRN		
Work/Other Phone:	(850) 431-4500		

(OPTIONAL)

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

Race:	White	Gender:	F	Age:	57
District:	District I	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Brant Copeland	Name:	Andrea Kocurek
Address:	First Presbyterian Church 110 South Adams Street Tallahassee, FL 32301	Address:	423 Beard Street Tallahassee, FL 32303
Phone:	(850) 570-4728	Phone:	(850) 508-8192

Resume Uploaded? No

Attachment #1

Page 2 of 7

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 am the owner (and steward) of the 1899 Cureton House. When I purchased the home in 2017, I went through the ARB process for approval of a free-standing garage.

I grew up in a house built in 1784 in Litchfield, CT. My undergraduate degree, from Oberlin College, is in Art History with a focus on American decorative arts and architecture. While in college in the early 1980s, I completed internships at Historic Deerfield (Deerfield, MA) and the Museum of Early Southern Decorative Arts (Winston-Salem, NC). My first job after college was at the Fairfield, CT Historical Society.

Then I had a dramatic career change, but retained my interest in and concern for historic preservation. Due to an obligation to the National Health Service Corps, I moved to Tallahassee in 1996 with a newly-minted Masters in Nurse-Midwifery from Yale University. Initially based at (then) Tallahassee Community Hospital, I moved to TMH in 1998. For more than a decade ending in 2012, I was a member of the State Department of Health's Maternal Mortality Review Committee.

I am a member of First Presbyterian Church, another historic structure, where I serve on the Session (lay leadership) and sing in the choir.

Living in a historic home nurtures my spirit. I believe that I have an obligation not only to that structure, but to the community at large, to preserve and remember the past. This may, at times, involve difficult or uncomfortable aspects of our history. And differences in style which do not match current aesthetics. Balancing present and future growth with a strong presence from the past is a challenge I am happy to assist in by serving on the ARB.

(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? 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 represent one of the categories below. Please indicate which category you represent.

- ☒ Owner of property zoned with Historic Preservation Overlay (HPO).
- ☐ Member of American Institute of Architects
- ☐ Member of Tallahassee Trust for Historic Preservation, Inc.

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: *Ms. Miriam Gurniak*

The application was electronically sent: 5/30/2019 5:49:56 PM

From: [Miriam Gurniak](#)
To: [Mary Smach](#)
Subject: Re: ARB Vacancy
Date: Friday, September 25, 2020 10:54:36 AM
Attachments: [image001.png](#)
[image755131.png](#)

Hi Mary,

Thanks for reaching out. Yes, I would be delighted to be reconsidered for the vacancy on the ARB.

At this point in my life, my resume is exclusively for health care, so I will let my application stand as is. My passion for historic preservation, however, has only grown as I've enjoyed more years in the Cureton house.

Thank you.
Miriam

On Thu, Sep 24, 2020 at 12:26 PM Mary Smach <SmachM@leoncountyfl.gov> wrote:

Dear Miriam Gurniak,

The County has an upcoming vacancy on the [Architectural Review Board](#). We have your 2019 application on file (attached). Please let us know if you are still interested in being considered for an appointment as an ARB member.

If you would like to include a resume with your application for consideration by the Board of County Commissioners, please email it to me and I will include it.

We ask that you please review your application for accuracy and if it is not current, please submit a new online application:

<https://www2.leoncountyfl.gov/Committees/Applicants/Application>

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

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](#)

Parcel: 1131202180000

Owner: GURNIAK MIRIAM R

Property Use: 0100 - SINGLE FAMILY

Page 5 of 7

125 CADIZ ST

Leon County Property Appraiser

The Tax Roll is compiled by the Legal Descriptions as recorded in the Public Records of Leon County. Location addresses are not used in the preparation of the Tax Roll. They should not be used for title searches or preparation of legal documents.

Parcel Information

Parcel ID: 1131202180000

Owner(s): GURNIAK MIRIAM R

Tax District: 1 - CITY

Legal Desc: 31 1N 1E .47 A

IN NW 1/4 LYING SOUTH OF LOT 1 OF EAST HIGHLANDS SUB
NOT INCLUDED IN EAST HIGHLANDS SUB
OR 1323/978

Mailing Addr: 125 CADIZ ST
TALLAHASSEE FL 32301

Google Map

Location: 125 CADIZ ST

Location (Street) Addresses are provided
by City Growth Management 850-891-7001
(option 4), and County DSEM 850-606-1300.

Parent Parcel:

Acreage: 0.400

Subdivision: NOT IN SUBDIVISION

Property Use: 0100 - SINGLE FAMILY RESIDENTIAL

Bldg Count: 1

Sales Information

Sale Date	Sale Price	Book/Page	Instrument Type	Improved / Vacant
07/05/2017	\$290,000	5084/1233	Warranty Deed	Improved
02/28/2001	\$87,000	2467/1923	Warranty Deed	Improved
01/01/1988	\$75,000	1323/0978	Warranty Deed	Improved
01/01/1986	\$65,000	1211/1319	Warranty Deed	Improved

Certified Value Detail

Tax Year	Land Value	Improvement Value	Total Market Value	SOH Differential	Classified Use	Homestead
2018	\$35,000	\$213,427	\$248,427	\$25,557	\$0	2018 - Yes

Certified Taxable Values

Tax Year	Taxing Authority	Rate	Market	Assessed	Exempt	Taxable
2018	Leon County	8.31440	\$248,427	\$222,870	\$50,500	\$172,370
	Leon County - Emergency Medical Service	0.50000	\$248,427	\$222,870	\$50,500	\$172,370
	School - State Law	4.09500	\$248,427	\$222,870	\$25,500	\$197,370
	School - Local Board	2.24800	\$248,427	\$222,870	\$25,500	\$197,370
	City of Tallahassee	4.10000	\$248,427	\$222,870	\$50,500	\$172,370
	NW FL Water Management	0.03380	\$248,427	\$222,870	\$50,500	\$172,370

Building Summary

Tax Year	Card	Bldgs	Building Use	Building Type	Yr Built	Base SqFt	Auxiliary SqFt
2018	1	1	Residential	SF - Single Family	1899	2,226	864
Total:		1				2,226	864

Quick Links - (Note: Clicking links below will navigate away from our website.)

County Links

- [Leon County Tax Collector](#)
- [Permits Online \(City / County\)](#)
- [Property Info Sheet](#)

County Map Links

- [Land Information](#)
(Contains FEMA, Zoning, Fire Hydrant, etc.)
- [Flood Zone \(FEMA\)](#)
- [Zoning Map](#)
- [Fire Hydrant Map](#)
- [More TLCGIS Maps](#)

Other Map Links

- [Google Map](#)
- [Map](#)



Tallahassee-Leon County GIS

Property Information Sheet



General Information

Property ID: **1131202180000**
 Site Address: **125 CADIZ ST**
 Mailing Address: **125 CADIZ ST**
TALLAHASSEE FL 32301
 Subdivision:
 City Limits: **IN**

For additional information please visit:
[Tallahassee-Leon County GIS »](#)

Property Tax Information

Property Tax: **\$ 3484**

Property Information

Certified Value: **\$ 248427**
 Save Our Homes Value: **\$ 222870**
 Exempt Value: **\$ 50500**
 Taxable Value: **\$ 172370**
 Most Recent Sales: **\$ 290000**

For additional information please visit:
[Leon County Property Appraiser »](#)

Zoning and Land Use Info

Zoning and Land Use

Zoning District: » **Office Residential, Low Density**
 Zoning Code: » **OR-1**
 Future Land Use: » **Suburban**
 Historic Preservation Overlay: **Yes**

For additional Information please visit:
[Tallahassee-Leon County Planning Department »](#)
 850-891-6400

Planning Areas

Downtown Overlay: **No**
 Multi-Modal Transportation District: **Yes**
 Springs Protection: **No**
 Southern Strategy: **No**
 Canopy Road Protection Zone: **No**

For additional Information please visit:
[Tallahassee-Leon County Planning Department »](#)
 850-891-6400

Economic Incentive Areas

Downtown Community Redevelopment Area: **No**

Property Location



[View Full Map »](#)

Emergency Services

Police District: **NORTHERN**
 Police Area:
 Police Beat: **5**
 Sheriff District: **LC Sheriff**
 Fire Response Zone: **Fire Station No. 1**
327 N. ADAMS ST

For additional information please visit:
[Tall. Police Dept. »](#) [LC Sheriff »](#) [Tall. Fire Dept. »](#)

Elections

Voter Precinct: **5103**
 Poll Location: **Courtyard Marriott**
 Poll Address: **1018 Apalachee Pkwy**
 School Board Dist.: **1**
 School Board Rep.: **Alva Striplin** **487-7110**

County Comm Dist.: **5**
 County Comm.: **Kristin Dozier** **606-5365**
 County Comm At-Large: **Mary Ann Lindley** **606-5369**
 County Comm At-Large: **Nick Maddox** **606-5367**

Mayor: **John E. Dailey** **891-2000**
 City Comm.: **Elaine Bryant**
 City Comm.: **Jeremy Matlow**
 City Comm.: **Curtis Richardson**
 City Comm.: **Dianne Williams-Cox**

[Print To PDF](#)



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LEON COUNTY EDUCATIONAL FACILITIES 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.

Name: Mrs. Rica Calhoun		Date: 2/12/2020 9:51:09 PM	
Home Address:	929 Parkview Drive Tallahassee, FL 32311	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(321) 946-2513	Do you own property in the Tallahassee City Limits?	Yes
Email:	rica.calhoun@famu.edu	How many years have you lived in Leon County?	2

(EMPLOYMENT INFORMATION)

Employer:	Florida A&M University	Work Address:	1700 Lee Hall Drive Tallahassee, FL 32311
Occupation:	Chief Compliance and Ethics Officer		
Work/Other Phone:	(850) 412-7520		

(OPTIONAL)

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

Race:	Black or African American	Gender:	F	Age:	
District:	District V	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Richard Givens	Name:	LaTonya Baker
Address:	3017 Southshore Circle, Tallahassee, FL 32312	Address:	1700 Lee Hall Drive, Tallahassee FL 32307
Phone:	(850) 322-6690	Phone:	(850) 524-9914

Resume Uploaded?	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

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 Authority must be resident of Leon County.

At least one member must be a trustee, director, officer or employee of an institution for higher education in Leon County.

Are you a trustee, director, officer or employees of an institution for higher education? **Yes**

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. Rica Calhoun*

The application was electronically sent: 2/12/2020 9:51:09 PM

Rica Hudson Calhoun

(321) 946-2513

929 Parkview Drive Tallahassee, FL 32311

rica.calhoun@gmail.com

BAR ADMISSION

Illinois

EXPERIENCE

Office of Compliance and Ethics, Florida A&M University, Tallahassee, Florida

Chief Compliance and Ethics Officer

March 2018-present

Designed and implemented the compliance and ethics program for the University; provides consultation to the University's Senior Leadership Team and Board of Trustees; coordinates consistency between compliance units across the University community to support a culture of compliance and ethical decision making; responsible for ensuring that compliance risks are identified, prioritized, and managed appropriately; supports a control environment, level of accountability and ethical framework that promotes commitment to the highest standards of ethics, integrity, and lawful conduct; conducts internal monitoring, investigations, and compliance reviews.

Office of the General Counsel, Western Illinois University, Macomb, Illinois

General Counsel

July 2015-February 2018

Provided legal advice to the President and Board of Trustees; supported the University in all legal matters, including litigation, contracts, employment, construction and administrative federal and state complaints of discrimination and harassment (including disability); responsible for management and the allocation of duties within the Office of the General Counsel; coordinated and managed external legal support as needed; served as the Chief Freedom of Information Officer; served as the Ethics Officer for the University.

Provided counsel to a number of university functions to ensure compliance and defend the interests of the university; particularly, the Office of Equal Opportunity and Access and the Student Disability Resource Center in matters regarding accommodation, policy, and external complaints of discrimination and harassment based on disability. Conducted training as needed in conjunction with the Office of Equal Opportunity and Access.

Associate Vice President for Student Services Office (AVPSS), Western Illinois University, Macomb, Illinois

Interim Associate Vice President for Student Services

January 2015-June 2015

Responsible for the assessment of personnel needs for all aspects of recruitment and selection of direct reports and associates of staff in the following areas:

- | | |
|---|---|
| a. Director of Student Judicial Programs | f. Director of Casa Latina |
| b. Director of Student Legal Services | g. Director of Gwendolyn Brooks Cultural Center |
| c. Director of Disability Resource Center | h. Director of Women's Center |
| d. Director of Student Publication Services | |
| e. Director of Career Development Center | |

Responsible for providing leadership and supervision of the performance of routine administrative functions as per various director's job descriptions; served as acting Vice President for Student Services in his absence as requested; facilitated and maintains quality/cooperative working relationships with other divisional areas within the University community. Relevant experience providing counsel and guidance to the Student Disability Resource Center regarding reasonable accommodation and compliance with applicable law and policy.

Office of Equal Opportunity and Access, Western Illinois University, Macomb, Illinois

Assistant Director

June 2011-December 2014

Law and Policy: Ensured compliance with federal nondiscrimination and retaliation laws, including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with

Rica Hudson Calhoun

(321) 946-2513

929 Parkview Drive Tallahassee, Florida 32311

rica.calhoun@gmail.com

EXPERIENCE (continued)

Disabilities Act (ADA), the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act (ADEA). Composed the institution's Gender Transition Guidelines. Drafted the institution's Non-Discrimination and Sexual Misconduct policies to replace the existing Anti-Harassment Policy. Created the institution's Affirmative Action Plan and subsequent annual updates regarding women and minorities, veterans, and individuals with disabilities. Utilized data collected from reports to work with administrative departments to focus diversity efforts. Conducted legal research and composes necessary memoranda of law. Composed legal briefs for arbitration related to the institution's collective bargaining agreements. Collaborated extensively with external counsel to resolve state and federal complaints of discrimination and harassment through correspondence, participating in fact finding conferences and mediations. Drafted answers to state and federal agency complaints.

Faculty Recruitment and Training: Developed training presentations regarding harassment, discrimination, affirmative action, and cultural sensitivity which I presented to faculty, students, and staff. Trains search committees in their hiring process to enforce equal opportunity guidelines and employment laws and regulations. Facilitated search committees throughout their search to identify a diverse pool of candidates.

Compliance: Enforced federal and state nondiscrimination laws and university policy by investigating internal employee and student complaints of discrimination. Lead Title IX investigator. Submitted and discussed final reports upon the resolution of the investigation with the appropriate Vice President and the President. Collaborated with all levels of administration, union representation, as well as faculty and students to explain issues regarding federal and state nondiscrimination and equal opportunity laws. Facilitated the accommodation process for employees with disabilities.

Committee Work: Served as Chair of the Affirmative Action Administrative Internship Committee to help provide a more diversified pool of applicants for administrative positions through training and mentorship. Served as a member of the Gender Equity Committee (Title IX and athletics), University Diversity Council, ADA Advisory Committee, and the Interpersonal Violence Prevention Initiative (IVPI).

EDUCATION

William & Mary School of Law, Williamsburg, Virginia

Juris Doctor, May 2011

Honors and Activities: *William and Mary Journal of Women and the Law*
Public Service Fund
Student Legal Services
Law Firm Diversity Pipeline Program (Street Law Initiative) Veterans
Benefits Clinic
Domestic Violence Clinic

Florida State University, Tallahassee, Florida

Master of Science, International Affairs, December 2006

Honors and Activities: Comprehensive Exam: Passed with Distinction
Leslie N. Wilson Graduate Research Assistantship

Study Abroad:

Dubrovnik, Croatia
Presenter at the *Conference on Security and Cooperation in Southeast Europe*-
"Millennium Challenge Account: The Benefit of Aid to Southeast European
Countries"

University of Central Florida, Orlando, Florida

Bachelor of Arts, Political Science, Psychology minor, *Cum Laude*, May 2005

Charles B. Rangel International Relations Scholar

Rica Hudson Calhoun

(321) 946-2513

929 Parkview Drive Tallahassee, Florida 32311

rica.calhoun@gmail.com

COMMUNITY SERVICE

Big Brothers Big Sisters of Warren and McDonough Counties, Board Member, Macomb, Illinois (2015-2017)
University Park Townhome Owner's Association, Secretary, Macomb, Illinois (2012-2018)
Samaritan Well Shelter, Board Member, Treasurer, Macomb, Illinois (2011-2015)
Housing Authority of McDonough County, Hearing Officer, Macomb, Illinois (2012-2015)

PROFESSIONAL MEMBERSHIPS AND CERTIFICATIONS

National Association of College and University Attorneys
Illinois Bar Association
Certified Compliance and Ethics Professional (CCEP)
Society of Corporate Compliance and Ethics (SCCE)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #21

Leon County Board of County Commissioners

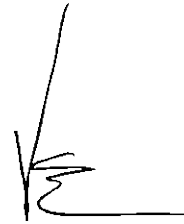
Agenda Item #21

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Consider a Sixth Amendment to the Southwood Development of Regional Impact Integrated Development Order



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director of Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Ryan Guffey, Concurrency Mgt. Planner, Development Services

Statement of Issue:

This item requests the Board conduct the first and only Public Hearing to consider approval of a sixth amendment to the Southwood Integrated Development Order to redesignate a 0.47 acre portion of the golf course currently designated as “Recreation Golf Course/Clubhouse” to “Residential Single Family” to allow for the construction of one (1) detached, single-family residential unit. Amendments to the Southwood Development of Regional Impact Integrated Development Order require the approval of both County and City Commissions.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only Public Hearing and approve a sixth amendment to the Southwood Development of Regional Impact Integrated Development Order (Attachment #1).

Report and Discussion

Background:

This item requests the Board conduct the first and only Public Hearing to consider approval of a sixth amendment to the Southwood Integrated Development Order to re-designate a 0.47 acre portion of the golf course currently designated as “Recreation Golf Course/Clubhouse” to “Residential Single Family” to allow for the construction of one (1) detached, single-family residential unit. Amendments to the Southwood Development of Regional Impact Integrated Development Order require the approval of both County and City Commissions.

At its July 14, 2020 meeting, the Board scheduled the first and only Public Hearing for October 13, 2020 to consider a sixth amendment to the Southwood Development of Regional Impact (DRI) Integrated Development Order (DO). However, due to the scheduling of the joint public hearing and workshop on several Comprehensive Plan Amendments for October 13, 2020, and after consulting with the applicant, the Public Hearing for this item was rescheduled to November 17, 2020.

On June 9, 2020, Halff Associates, Inc., on behalf of the Southwood Golf Course, submitted a revised application to amend the Southwood DRI (Attachment #1). Both County and City approvals are required to amend the Southwood Integrated DO. In January of this year a different applicant, St. Joe Corporation, submitted a request which was identified at that time as the sixth amendment to amend the DRI DO. That submittal was originally scheduled for consideration by the Board at a public hearing in March 2020; however, St. Joe withdrew their application prior to the Board’s public hearing. Since the St. Joe submittal was withdrawn, the current application by Halff and Associates has become the sixth proposed amendment to the DRI DO.

Southwood is a 3,222-acre mixed-use development located in the southeast area of the City of Tallahassee and Leon County. There are three (3) parcels within the Southwood DRI that remain in unincorporated Leon County. Due to the size and scope of the Southwood development, it is a DRI, pursuant to Florida Statutes Chapter 380. The DRI DO, which includes a master plan, for Southwood was adopted by the City and County in 1999. The DO defines the plan of development of the Southwood DRI and requires the developer to fund several associated infrastructure improvements. The Integrated DO, which includes both the City and County, governs the Southwood DRI. A DRI DO outlines the development program for the project and identifies required improvements intended to mitigate the development’s regional impacts.

In 2018, Section 380.06, Florida Statutes, was amended to eliminate the DRI review process. Amendments to DRI’s are no longer reviewed by the State of Florida or the Apalachee Regional Planning Council. Amendments to DRI’s are strictly within the purview of the local governments in which a DRI is located.

This is the sixth proposed amendment to the Southwood DRI DO. The previous amendments are as follows:

- The first amendment was for the Independence Landing Project to serve adults with cognitive and developmental disabilities and was approved by the Board on October 23, 2018.
- The second amendment allowed a proposed 82,000 square foot addition to the Florida State University School (FSUS) and was approved by the Board on March 12, 2019.
- A third amendment, which consisted of a proposed 9,000 square foot addition to Creative Day Care, an additional fifteen (15) beds for Pruitt Healthcare, and a change to the DRI transportation conversion table, was approved by the Board on May 14, 2019.
- The fourth amendment to re-designate a 17-acre Mixed Use Office Commercial parcel to Medium Density Residential was approved by the Board on June 18, 2019.
- The fifth amendment revised the master plan of the DRI DO to re-designate a portion of property from MUI-1 to MUEI-5 to provide for the future home of the Tallahassee Classical School and was approved by the Board on September 17, 2019.
- A prior proposed sixth amendment by the St. Joe Corporation was withdrawn in March 2020. On June 9, 2020, Halff Associates, Inc., on behalf of the Southwood Golf Course, submitted a revised application to amend the Southwood Integrated Development Order to re-designate a 0.47 acre portion of the golf course currently designated as “Recreation Golf Course/Clubhouse” to “Residential Single Family” to allow for the construction of one (1) detached, single-family residential unit.
- The St. Joe Corporation submitted a seventh amendment in August 2020, proposing nine map changes along with multiple corresponding text changes. The public hearing for this amendment has been scheduled for the Board’s consideration on December 8, 2020.

Analysis:

The applicant is requesting a change to the Southwood DRI DO master plan (Map “H”) to re-designate 0.47 acres of land from “Recreation Golf Course/Clubhouse” to “Residential Single Family.” This map change would allow for the construction of one (1) detached, single-family residential unit.

The subject parcel is located at the intersection of Dunbar Lane and Mossy Creek Road. Since the 0.47 acres is designated Recreation Golf Course/Clubhouse, a master plan map change is required to develop the site with a single-family house. If the master plan map change is approved along with the accompanying change to the PUD, the applicant will be required to complete the City’s site plan review and platting processes before proceeding to construction. The Leon County Land Development Code does not apply to this parcel as it is located entirely within the City of Tallahassee.

Conservation Easement:

The DRI DO requires that no less than 45 acres of upland habitat shall be protected. The upland habitat is located entirely within the golf course property. Since the upland habitat is not currently located within a conservation easement, the City is requiring that the upland habitat be placed in a conservation easement as a condition of approval. The City will require the applicant to clearly

define the habitat boundary and protect the overall tree canopy for the golf course as well as to provide protection to key habitat for the Southeastern American Kestrel and Sherman's Fox Squirrel.

Development Order Amendment Process:

The proposed change requires an amendment to both the DRI DO and the Southwood PUD. The DRI DO requires approval of both the County and City Commissions. The PUD, which is reviewed exclusively by the City, also requires an amendment and is being reviewed concurrently. The amendment to the Southwood DRI DO was originally scheduled for consistency review by the Planning Commission on October 6, 2020; however, the Planning Commission voted to continue the item to the November 3, 2020 Planning Commission public hearing.

As mentioned previously, the applicant will be required to apply for a final site and development plan and plat with the City for the single-family residence if both the proposed amendment to the DRI DO and the PUD amendment are approved.

An amendment to a DRI DO is quasi-judicial in nature and, therefore, ex parte communications should be avoided. Should a Commissioner receive any ex parte communication, such communication must be placed on the record. If any oral ex parte communications are received, a memorandum stating the substance of the oral communications received and the oral response made, shall be placed on the record.

The standard of review by the Board is as follows:

Should the Applicant prevail in meeting all procedural requirements as well as showing that the application is consistent with the Comprehensive Plan, any denial of the DRI DO amendment must **include a determination that maintaining the existing conditions furthers a legitimate public purpose and must be supported by competent substantial evidence placed on the record.** "Competent substantial evidence" is that which is "sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached." *De Groot v. Sheffield*, 95 So. 2d 912, 916 (Fla. 1957). Further, evidence relied upon must be fact-based, real, material, pertinent and relevant.

Planning Commission:

At its October 6, 2020 meeting, the Planning Commission voted to continue the application to its November 3, 2020 Public Hearing. As part of their motion to continue, the Planning Commission requested staff bring back additional information addressing the following concerns: 1) whether the proposed change constitutes a substantial deviation; 2) whether the change is consistent with the Tallahassee-Leon County Comprehensive Plan; and, 3) whether the change is consistent with any other applicable land development codes, rules, regulations, and policies of the City.

Substantial Deviation.

Prior to 2018, a substantial deviation was defined and outlined in the Florida Administrative Code and was based on the premise that a proposed DRI change meeting that criteria would create a reasonable likelihood of additional regional impact. However, this provision of state law was eliminated in 2018 and is no longer applicable. Regardless, a 0.47 acre amendment to create a single-family lot within a 3,222 acre DRI would not constitute a substantial deviation as it would not create a regional impact.

Consistency with the Comprehensive Plan.

The Tallahassee-Leon County Planning Department has determined that the proposed change is consistent with the Tallahassee-Leon County Comprehensive Plan (Attachment #2). Planning Department staff recommends approval of the proposed change.

Consistency with applicable codes or laws.

The City of Tallahassee Growth Management Department determined that the proposed change is consistent with all other applicable local, state, and federal requirements and recommends approval.

On November 3, 2020, City staff provided the requested information to the Planning Commission. The Planning Commission recommended approval of the DO amendment to both the County and City Commissions with the following findings:

- (1) the amendment does not constitute a substantial deviation;
- (2) that it is consistent with the Tallahassee-Leon County Comprehensive Plan; and
- (3) the amendment is consistent with the applicable codes or laws.

The proposed DO amendment is scheduled for final consideration by the City Commission on December 9, 2020.

Public Comment:

The Tallahassee-Leon County Planning Department has received written correspondence in opposition to the proposed amendment from the Capital Region Community Development District (CRCDD) which represents Southwood, along with a petition and multiple email correspondence from Southwood residents (Attachments #3, #4, and #5). The comments received have indicated considerable concern within the community as to the precedent setting potential of the proposed amendment. In response to the concerns noted by the CRCDD, the applicant provided a letter dated September 10, 2020 which appears to further clarify their development plan application (Attachment #6). In addition, The Southwood Golf Club provided a letter stating that they have no further plans to develop or sell residential lots on golf course property (Attachment #7). The Ausley McMullen firm, on behalf of the CRCDD, has provided a letter objecting to the amendment due to its impact on open space and habitat protection within the Southwood DRI (Attachment #8).

Public Notice:

Notice of the Public Hearing on the proposed sixth amendment was advertised in accordance with Florida Statutes (Attachment #9).

Staff is requesting the Board conduct the first and only Public Hearing to adopt the proposed sixth amendment to the Southwood DRI DO. Should the Board approve the request, the application shall proceed to the City Commission for final consideration at a Public Hearing scheduled for December 9, 2020.

Options:

1. Conduct the first and only Public Hearing and approve a sixth amendment to the Southwood Development of Regional Impact Integrated Development Order.
2. Conduct the first and only Public Hearing and do not approve a sixth amendment to the Southwood Development of Regional Impact Integrated Development Order.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Sixth Amendment to the Southwood Development of Regional Impact Integrated Development Order
2. Consistency review by the Tallahassee-Leon County Planning Department
3. Letter from Southwood Community Development District
4. Southwood neighborhood petition
5. Electronic mail correspondence
6. Response to Public Comment from Halff & Associates dated September 10, 2020
7. Letter from Southwood Golf Club dated October 19, 2020
8. Letter from Ausley McMullen dated November 4, 2020
9. Notice of Public Hearing



Original Submittal date June 5, 2020
Revised and resubmitted October 12, 2020
38830.001

DRI Amendment Narrative
Chaney One-Lot Subdivision – Southwood

General Information:

Tallahassee resident Chip Chaney is requesting to amend the Southwood DRI in order to create one single-family residential lot on 0.47 acre (rounded to .5 acre in tables) at the corner of Mossy Creek Lane and Dunbar Lane. The proposed lot area lies within Southwood Golf Club property. The golf course was developed and originally owned by the Southwood DRI developer, the St. Joe Company/Arvida. It was sold to the present owners, Southern Sandbaggers LLC on July 20, 2018.

Land use of the .47-acre parcel as listed in the current DRI (Fifth Amended Integrated Development Order Exhibit B-1) is Recreation & Open Space “Golf Course/Clubhouse”. The purpose of this Amendment Request is to change the allowable land use on the .47-acre parcel to Residential “Single Family”. The intent is to create a one-lot residential subdivision for a single homesite.





Purpose of this Application Revision:

Corrections to Exhibits based on Current Information

Exhibit B-1 referenced above lists the acreage of the golf course/clubhouse as 214 acres. The plat of the golf course, along with two subsequent replats, sets the area at +/-276.8 (rounded to 277) acres. This application revision corrects the 63-acre discrepancy in the current Exhibit B-1 based on the recorded golf course boundary and an analysis of conforming Open Space land use within it. Background information and maps regarding this analysis and its conclusions are provided in a companion PUD Amendment (TRZ200012).

The revision identifies the entire 277-acre golf course as belonging completely within the Recreation & Open Space category, defining with a note the breakdown between active recreation (Golf Course/Clubhouse use) and Open Space.

Effect of Correction:

The effect of the correction is to increase the amount of Open Space land use on golf course property from the 63 acres implied by the current DRI exhibits to 70 acres. The remaining ownership, 207 acres, is active recreation, REC land use. With the correction, the Open Space covers 25.3% of the golf course ownership. Total Open Space for the Southwood DRI, as a whole, is increased by the 7-acre difference, from 1028 acres to 1035 acres. Developed area is reduced by that 7-acre difference to 1090 acres.

Consideration of Upland Habitat Conservation Requirements

Section 3.A. 4. A. (1) of the current Southwood Integrated Development Order requires a minimum of 45 acres of pine/oak/hickory canopy and pasture within the out-of-bounds area of the golf course be protected through appropriate use restrictions for fox squirrel and kestrel habitat (Upland Habitat).

ATKINS has previously identified at least 46.36 acres of Upland Habitat within the golf course property. Background information and maps depicting the Upland Habitat are provided in TRZ200012. The Upland Habitat is to be placed in conservation easement. St. Joe did not dedicate the required conservation easement prior to selling the golf course to the current owners, so the exact location of the 45-acre set-aside within the 46.36 acres available is yet to be determined.

Upland Habitat encompassing 0.3 acre has been identified within the 0.47-acre Amendment Request area. Should the amendment be approved, there will still be at least 46 acres of habitat remaining, when only 45 acres are required.

Effect of Amendment:

Nothing has changed regarding the intent of the original Amendment Request. The land use change request involves 0.47 acre of the total golf course ownership. The Amendment proposes to change .47-acre of active recreation use to residential use. The DRI assumes both active recreation (REC) and Low Density Residential (LDR) to be "Developed" land uses in Exhibits B-1 and B-2, so there is no change to the Developed vs. Open Space ratio for the proposed Amendment.



Changes to DRI Exhibits:

Exhibits B-1 and B-2 and C Corrections

The current (Fifth Amended) Exhibit B-1 has been modified as follows:

For Phase 1, under land use category *Recreation & Open Space*, the acreage of Golf Course/Clubhouse was revised from 214 to 277 to reflect the recorded golf course ownership area. Note 9. was added for explanation. In the Other Open Space & Buffers category, 772 acres was reduced by the 70 acres now attributed to the Golf Course, but increased by the 7-acre difference, resulting in 709 acres. The corrections are shown on **Attachment 1 – Corrected Fifth Amended Exhibit B-1.**

The current (Fifth Amended) Exhibit B-2 has been modified as follows:

For Phase 1, Golf Course acreage listed under REC land use has decreased from 214 to 207. Note 7. has been added for explanation. Total Open Space has been increased from 1028 to 1035 and total Developed Area has been decreased from 1097 to 1090. The corrections are shown on **Attachment 2 – Corrected Fifth Amended Exhibit B-2.**

The current (Fifth Amended) Exhibit C has been modified as follows:

In the Legend, Open Space land use was increased from 711 acres to 718 acres and Recreation land use was decreased from 278 acres to 271 acres. The corrections are shown on **Attachment 3 – Corrected Fifth Amended Exhibit C.**

Exhibits B-1, B-2 and C Amendment Request

The Sixth Amendment of Exhibit B-1 reflects the request as follows:

In Phase 2a, Single Family Residential land use is increased by 0.5 acre, as is the *Residential* category sub-total. Total single family dwelling units (DUs) is increased by one unit, from 1026 to 1027, with the Residential category subtotal increasing respectively, from 3345 to 3346. Within *Recreation & Open Space* category, Golf Course/Clubhouse is reduced by 0.5 acre, from 277 to 276.5. Project totals are updated accordingly and note 10 is added for explanation. Refer to **Attachment 4 – Sixth Amended Exhibit B-1.**

The Sixth Amendment of Exhibit B-2 reflects the request as follows:

In Phase 2a, a new Low Density Residential (LDR) land use pod is added, LDR-17, consisting of 0.5 acre. REC land use is reduced by 0.5 acre. There is no change to Developed vs. Open Space ratio. Refer to **Attachment 5 – Sixth Amended Exhibit B-2.**



The Sixth Amendment of Exhibit C reflects the request as follows:

In the Legend, Low Density Residential land use is increased from 543 acres to 543.5 acres and Recreation land use is reduced from 271 to 270.5 acres.

The location of LDR-17 is shown with the area it encompasses.

Refer to **Attachment 6 – Sixth Amended Exhibit C**.

Requested Changes to DRI Section 2E

According to City records, the current land use breakdown for the entire Southwood DRI property is as follows:

1. *2,194,117 square feet of office uses;*
2. *780,230 GSF of commercial uses;*
3. *2,480,381 GSF of industrial uses;*
4. *5,170 residential units which include the 400 units on Independence Landing Property;*
5. *544,000 GSF of educational/institutional uses; and*
6. *1,367 acres of recreation and open space areas.*

The requested changes are:

4. 5,171 residential units, which includes one unit in LDR-17;
- And
6. 1366.5 acres of recreation and open space areas.

Sketch and Legal Description:

See **Attachment 7 – Sketch and Legal Description**.

Development Order:

See **Attachment 8 - Development Order**



ATTACHMENT 1

DRI LAND USES	Phase 1 (1999-2010)		Phase 2a (2005-2027)		Phase 2b (2020-2027)		PROJECT TOTAL	
	Acres	DU/GSF	Acres	DU/GSF	Acres	DU/GSF	Acres	DU/GSF
Residential 1)								
Single Family	455	1,048 DU	489.5	1,027 DU			944.5	2,075 DU
Multi-Family	96	777 DU	312	2,319 DU			408	3,096 DU
SUBTOTAL	551	1,825 DU	801	3,345 DU			1,352.5	5,170 DU
Commercial (Wholesale, Retail & Service) (2)	149	287,000 GSF	191	480,728 GSF	197	12,502 GSF	537	780,230 GSF
Office (2)	130	500,000 GSF	173	150,000 GSF	197	1,544,117 GSF	490	2,194,117 GSF
Hotel (2)			191	162 rooms	197		388	162 rooms
Industrial			45	252,000 GSF	138	2,328,381 GSF	183	2,480,381 GSF
Educational/Institutional								
Educational	148	230,000 GSF	10	314,000 GSF	29		187	544,000 GSF
Institutional (3)								
SUBTOTAL		230,000 GSF					1785	544,000 GSF
Recreation & Open Space								
Central Park (4)	125						125	
Community Park (5)	195						195	
North Park			36				36	
Golf Course/Clubhouse (9)	214 277						277 214	
Other Open Space & Buffers (6) (9)	772 709		25				734 797	
SUBTOTAL	1306		61				1,367	
TOTALS (7)	2,125		1,003		194		3,322	

Notes:

1. Single family and multi-family residential acreages include 59 acres of Town Center. The remaining 32 acres of Town Center is included in both the Commercial and Office category.
2. Acreage identified for Office and Commercial in the original development order did not reflect the land necessary to support Office or Commercial. The mixed-use pods were always intended to be the location for Office and Commercial uses. In addition, 17,000 GSF of Commercial may be located at the Historic House overlay as a sales center.
3. Up to 31,000 GSF of Phase 1 Commercial may be converted into Phase 1 Institutional to be located in all pods except areas designated for Recreation and Open Space at a rate of 203 GSF Institutional for 100 GSF Commercial. Any conversion of Commercial to Institutional must be reported in the next required Annual Report.
4. Central Park includes 22 acres of active recreation uses and 103 acres of passive recreation/open space uses. Refer to ADA Figure 26.1.
5. Community Park includes 42 acres of active recreation uses and 153 acres of passive recreation/open space/conservation uses. Refer to ADA Figure 26.2.
6. Other Open Space and Buffers includes open space corridors throughout the project except on golf course property (see ADA Figure 26.1) as well as the 86 acre stormwater management facility site south of Tram Road.
7. Commercial, Office, Hotel and Industrial Acreages may include the same pods in multiple categories to reflect the wide range of allowable uses within various land uses. Refer to exhibit B-2 for specific pod acreages.
8. Daycare use shall be included in the educational/institutional allocation.
9. Golf Course/Clubhouse acreage corrected per plat of Southwood Golf Course PB13 PG59 dated September 18, 2002, plat of Southwood Unit 19 PB15 PG82 dated November 15, 2004, and plat of Southwood Unit 21 PB18 PG41-44 dated December 15, 2006. Total Golf Course/Clubhouse acreage is 277 acres composed of 207 acres active recreation and 70 acres open space. Category Other Open Space & Buffers has been revised to reflect the correction to Golf Course/Clubhouse acreage.



ATTACHMENT 2

FIFTH AMENDED EXHIBIT B-2 TO THE INTEGRATED DEVELOPMENT ORDER (September 2019)
SOUTHWOOD DRI PHASING PROGRAM

PHASE 1

POD	LAND USE	ACREAGE ²
LSF-6	Large Lot Residential	14
LSF-8	Large Lot Residential	27
LSF-9	Large Lot Residential	53
LSF-10	Large Lot Residential	101
SUBTOTAL		195
LDR-6	Low Density Residential	23
LDR-10	Low Density Residential	53
LDR-11	Low Density Residential	23
LDR-12	Low Density Residential	27
LDR-13a	Low Density Residential	11
LDR-14	Low Density Residential	7
LDR-15	Low Density Residential	46
LDR-16	Low Density Residential	32
SUBTOTAL		222
MDR-6a	Med. Density Residential	8
MDR-7	Med. Density Residential	24
MDR-8	Med. Density Residential	15
MDR-9	Med. Density Residential	5
MDR-12	Med. Density Residential	23
SUBTOTAL		75
TC-1	Town Center(Mixed Use)	59
TC-2	Town Center(Mixed Use)	32
SUBTOTAL		91
MUOC-2	Office/Commercial	33
MUOC-4	Office/Commercial	22
MUOC-6	Office/Commercial	29
MUOC-7	Office/Commercial	4
SUBTOTAL		88
MUEI-2	Educational/Institutional	53
MUEI-3	Educational/Institutional ³	86
MUEI-4	Educational/Institutional	9
SUBTOTAL		148
REC	Community Park	42
REC	Central Park/Comm. Ctr.	22
REC	Golf Course ²	207 214
SUBTOTAL		271 278
DEVELOPED²		1,090 1,097
OPEN SPACE²		1,035 1,028
TOTAL		2,125

PHASE 2a

POD	LAND USE	ACREAGE ²
LSF-1	Large Lot Residential	44
LSF-3	Large Lot Residential	62
LSF-5	Large Lot Residential	30
LSF-7	Large Lot Residential	32
SUBTOTAL		168
LDR-1	Low Density Residential	24
LDR-2	Low Density Residential	82
LDR-3	Low Density Residential	63
LDR-4	Low Density Residential	13
LDR-5	Low Density Residential	89
LDR-7	Low Density Residential	16
LDR-8	Low Density Residential	7
LDR-9	Low Density Residential	23
LDR-13b	Low Density Residential	4
SUBTOTAL		321
MDR-1	Med. Density Residential	33
MDR-3	Med. Density Residential	18
MDR-4	Med. Density Residential	21
MDR-5	Med. Density Residential	25
MDR-6b	Med. Density Residential	15
MDR-10	Med. Density Residential	20
MDR-11	Med. Density Residential	74
MDR-13	Med. Density Residential	8
MDR-14	Med. Density Residential	47
MDR-15	Med. Density Residential	13
MDR-16	Med. Density Residential	20
MDR-17	Med. Density Residential	18
SUBTOTAL		312
TC-1 ⁴	Town Center(Mixed Use)	See Ph 1
TC-2 ⁴	Town Center(Mixed Use)	See Ph 1
SUBTOTAL		0
MUOC-3	Office/Commercial	28
MUOC-5	Office/Commercial	29
MUOC-8	Office/Commercial	47
SUBTOTAL		104
NVC-1	Neighborhood Village Center	10
SUBTOTAL		10
MUI-1	Research & Development	71
MUI-2	Research & Development	55
MUI-3	Research & Development	57
SUBTOTAL		183
MUEI-1	Educational/Institutional	29
MUEI-2 ⁵	Educational/Institutional	53
MUEI-3 ⁵	Educational/Institutional	86
MUEI-5	Educational/Institutional	10
SUBTOTAL		178
PARK	North Park (Open Space)	36
SUBTOTAL		36
DEVELOPED^{4,5}		1,275
OPEN SPACE		61
TOTAL		1,336

PHASE 2b¹

POD	LAND USE	ACREAGE ²
TC-1 ^{4,6}	Town Center(Mixed Use)	See Ph 1
TC-2 ^{4,6}	Town Center(Mixed Use)	See Ph 1
SUBTOTAL		0
NVC-1 ⁶	Neighborhood Village Center	See Ph 2a
SUBTOTAL		0
MUI-1 ⁶	Research & Development	See Ph 2a
MUI-3 ⁶	Research & Development	See Ph 2a
SUBTOTAL		0
MUEI-1 ⁶	Educational/Institutional	See Ph 2a
SUBTOTAL		0
DEVELOPED^{4,6}		194
TOTAL		194

Notes:

- Prior to commencement of development of Phase 2b entitlements, an updated traffic analysis that addresses cumulative impacts of Phases 1 through 2b will be provided by the Developer to the review agencies as a substantial deviation for review of transportation impacts only. Until such time as the Phase 2b entitlements are sought, the lands identified as beign in phase 2b may be developed with available entitlements from Phase 2a.
- Acreege projections for each development pod on this table and on Map H are approximate and may vary based upon final survey and platting.
- Phase 1 development of MUEI-3 limited to 56,000 GSF and ancillary athletic fields.
- The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phases 2a and 2b.
- The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phase 2a.
- The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 2a, and represents developer's ability to develop up to the stated acreage in Phase 2b.
- [Golf Course acreage corrected per plat of Southwood Golf Course PB13 PG59 dated September 18, 2002, plat of Southwood Unit 19 PB15 PG82 dated November 15, 2004, and plat of Southwood Unit 21 PB18 PG41-44 dated December 15, 2006. Total Golf Course acreage is 277 acres. The correction of 214 acres Golf Course \(page 958 of 1095 Amendment of this document\) to 207 acres Golf Course is reflected with an addition of 7 acres to Open Space.](#)



ATTACHMENT 3





ATTACHMENT 4

DRI LAND USES	Phase 1 (1999-2010)		Phase 2a (2005-2027)		Phase 2b (2020-2027)		PROJECT TOTAL	
	Acres	DU/GSF	Acres	DU/GSF	Acres	DU/GSF	Acres	DU/GSF
Residential 1)								
Single Family	455	1,048 DU	489.5 489	1,026 DU 1,027 DU			944.5 944	2,075 DU 2,074 DU
Multi-Family	96	777 DU	312	2,319 DU			408	3,096 DU
SUBTOTAL	551	1,825 DU	801.5 801	3,345 DU 3,346 DU			1,352.5 1,352	5,171 DU 5,170 DU
Commercial (Wholesale, Retail & Service) (2)	149	287,000 GSF	191	480,728 GSF	197	12,502 GFS	537	780,230 GSF
Office (2)	130	500,000 GSF	173	150,000 GSF	197	1,544,117 GSF	490	2,194,117 GSF
Hotel (2)			191	162 rooms	197		388	162 rooms
Industrial			45	252,000 GFS	138	2,328,381 GSF	183	2,480,381 GSF
Educational/Institutional								
Educational	148	230,000 GSF	10	314,000 GSF	29		187	544,000 GSF
Institutional (3)								
SUBTOTAL		230,000 GSF						544,000 GSF
Recreation & Open Space								
Central Park (4)	125						125	
Community Park (5)	195						195	
North Park			36				36	
Golf Course/Clubhouse (9) (10)	277		(-.5)				277	
Other Open Space & Buffers (6)(9)(10)	709		25				734	
SUBTOTAL	1306		61 60.5				1,367 1,366.5	
TOTALS (7)	2,125		1,003		194		3,322	

Notes:

- Single family and multi-family residential acreages include 59 acres of Town Center. The remaining 32 acres of Town Center is included in both the Commercial and Office category.
- Acreage identified for Office and Commercial in the original development order did not reflect the land necessary to support Office or Commercial. The mixed-use pods were always intended to be the location for Office and Commercial uses. In addition, 17,000 GSF of Commercial may be located at the Historic House overlay as a sales center.
- Up to 31,000 GSF of Phase 1 Commercial may be converted into Phase 1 Institutional to be located in all pods except areas designated for Recreation and Open Space at a rate of 203 GSF Institutional for 100 GSF Commercial. Any conversion of Commercial to Institutional must be reported in the next required Annual Report.
- Central Park includes 22 acres of active recreation uses and 103 acres of passive recreation/open space uses. Refer to ADA Figure 26.1.
- Community Park includes 42 acres of active recreation uses and 153 acres of passive recreation/open space/conservation uses. Refer to ADA Figure 26.2.
- Other Open Space and Buffers includes open space corridors throughout the project except on [golf course property](#) (see ADA Figure 26.1) as well as the 86 acre stormwater management facility site south of Tram Road.
- Commercial, Office, Hotel and Industrial Acreages may include the same pods in multiple categories to reflect the wide range of allowable uses within various land uses. Refer to exhibit B-2 for specific pod acreages.
- Daycare use shall be included in the educational/institutional allocation.
- Golf Course/Clubhouse acreage corrected per plat of Southwood Golf Course PB13 PG59 dated September 18, 2002, plat of Southwood Unit 19 PB15 PG82 dated November 15, 2004, and plat of Southwood Unit 21 PB18 PG41-44 dated December 15, 2006. Total Golf Course/Clubhouse acreage is 277 acres composed of 207 acres active recreation and 70 acres open space. Category Other Open Space & Buffers has been revised to reflect the correction to Golf Course/Clubhouse acreage.
- [In Phase 2a, 0.5 acres Golf Course/Clubhouse was reallocated to Single Family Residential.](#)



ATTACHMENT 5

SIXTH AMENDED EXHIBIT B-2 TO THE INTEGRATED DEVELOPMENT ORDER (November 2020)
SOUTHWOOD DRI PHASING PROGRAM

PHASE 1

POD	LAND USE	ACREAGE ²
LSF-6	Large Lot Residential	14
LSF-8	Large Lot Residential	27
LSF-9	Large Lot Residential	53
LSF-10	Large Lot Residential	101
SUBTOTAL		195
LDR-6	Low Density Residential	23
LDR-10	Low Density Residential	53
LDR-11	Low Density Residential	23
LDR-12	Low Density Residential	27
LDR-13a	Low Density Residential	11
LDR-14	Low Density Residential	7
LDR-15	Low Density Residential	46
LDR-16	Low Density Residential	32
SUBTOTAL		222
MDR-6a	Med. Density Residential	8
MDR-7	Med. Density Residential	24
MDR-8	Med. Density Residential	15
MDR-9	Med. Density Residential	5
MDR-12	Med. Density Residential	23
SUBTOTAL		75
TC-1	Town Center(Mixed Use)	59
TC-2	Town Center(Mixed Use)	32
SUBTOTAL		91
MUOC-2	Office/Commercial	33
MUOC-4	Office/Commercial	22
MUOC-6	Office/Commercial	29
MUOC-7	Office/Commercial	4
SUBTOTAL		88
MUEI-2	Educational/Institutional	53
MUEI-3	Educational/Institutional ³	86
MUEI-4	Educational/Institutional	9
SUBTOTAL		148
REC	Community Park	42
REC	Central Park/Comm. Ctr.	22
REC	Golf Course ^{7,8}	207
SUBTOTAL		271
DEVELOPED^{7,8}		1,090
OPEN SPACE^{7,8}		1,035
TOTAL		2,125

PHASE 2a

POD	LAND USE	ACREAGE ²
LSF-1	Large Lot Residential	44
LSF-3	Large Lot Residential	62
LSF-5	Large Lot Residential	30
LSF-7	Large Lot Residential	32
SUBTOTAL		168
LDR-1	Low Density Residential	24
LDR-2	Low Density Residential	82
LDR-3	Low Density Residential	63
LDR-4	Low Density Residential	13
LDR-5	Low Density Residential	89
LDR-7	Low Density Residential	16
LDR-8	Low Density Residential	7
LDR-9	Low Density Residential	23
LDR-13b	Low Density Residential	4
LDR-17⁵	Low Density Residential	0.5
SUBTOTAL		321.5
MDR-1	Med. Density Residential	33
MDR-3	Med. Density Residential	18
MDR-4	Med. Density Residential	21
MDR-5	Med. Density Residential	25
MDR-6b	Med. Density Residential	15
MDR-10	Med. Density Residential	20
MDR-11	Med. Density Residential	74
MDR-13	Med. Density Residential	8
MDR-14	Med. Density Residential	47
MDR-15	Med. Density Residential	13
MDR-16	Med. Density Residential	20
MDR-17	Med. Density Residential	18
SUBTOTAL		312
TC-1 ⁴	Town Center(Mixed Use)	See Ph 1
TC-2 ⁴	Town Center(Mixed Use)	See Ph 1
SUBTOTAL		0
MUOC-3	Office/Commercial	28
MUOC-5	Office/Commercial	29
MUOC-8	Office/Commercial	47
SUBTOTAL		104
NVC-1	Neighborhood Village Center	10
SUBTOTAL		10
MUI-1	Research & Development	71
MUI-2	Research & Development	55
MUI-3	Research & Development	57
SUBTOTAL		183
MUEI-1	Educational/Institutional	29
MUEI-2 ⁵	Educational/Institutional	53
MUEI-3 ⁵	Educational/Institutional	86
MUEI-5	Educational/Institutional	10
SUBTOTAL		178
REC	Golf Course⁸	-.5
SUBTOTAL		-.5
PARK	North Park (Open Space)	36
SUBTOTAL		36
DEVELOPED^{4,5}		1,275
OPEN SPACE		61
TOTAL		1,336

PHASE 2b¹

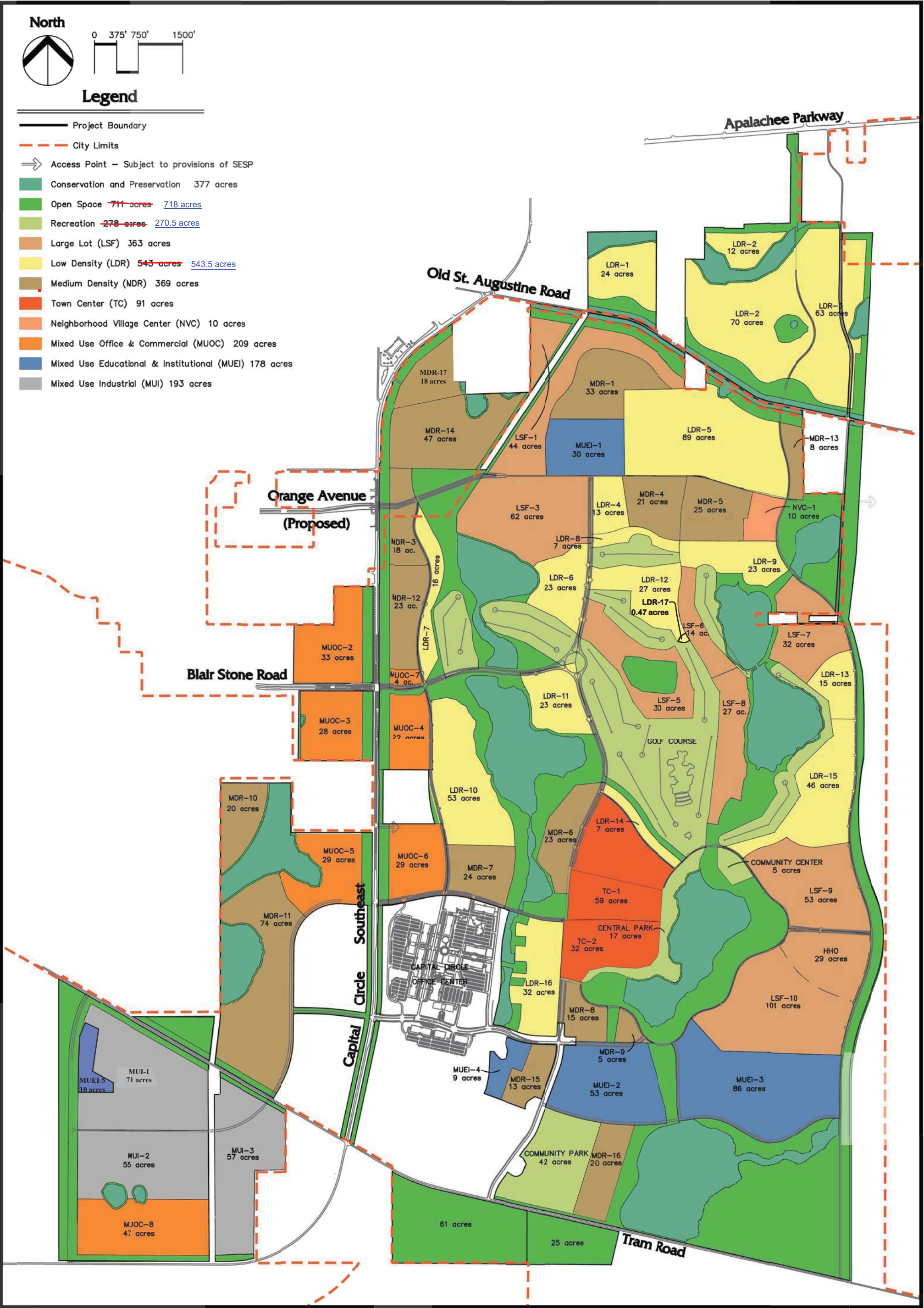
POD	LAND USE	ACREAGE ²
TC-1 ^{4,6}	Town Center(Mixed Use)	See Ph 1
TC-2 ^{4,6}	Town Center(Mixed Use)	See Ph 1
SUBTOTAL		0
NVC-1 ⁶	Neighborhood Village Center	See Ph 2a
SUBTOTAL		0
MUI-1 ⁶	Research & Development	See Ph 2a
MUI-3 ⁶	Research & Development	See Ph 2a
SUBTOTAL		0
MUEI-1 ⁶	Educational/Institutional	See Ph 2a
SUBTOTAL		0
DEVELOPED^{4,6}		194
TOTAL		194

Notes:

- Prior to commencement of development of Phase 2b entitlements, an updated traffic analysis that addresses cumulative impacts of Phases 1 through 2b will be provided by the Developer to the review agencies as a substantial deviation for review of transportation impacts only. Until such time as the Phase 2b entitlements are sought, the lands identified as beign in phase 2b may be developed with available entitlements from Phase 2a.
- Acreage projections for each development pod on this table and on Map H are approximate and may vary based upon final survey and platting.
- Phase 1 development of MUEI-3 limited to 56,000 GSF and ancillary athletic fields.
- The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phases 2a and 2b.
- The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phase 2a.
- The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 2a, and represents developer's ability to develop up to the stated acreage in Phase 2b.
- Golf Course acreage corrected per plat of Southwood Golf Course PB13 PG59 dated September 18, 2002, plat of Southwood Unit 19 PB15 PG82 dated November 15, 2004, and plat of Southwood Unit 21 PB18 PG41-44 dated December 15, 2006. Total Golf Course acreage is 277 acres. The correction of 214 acres Golf Course (214 acres of this document) to 207 acres Golf Course is reflected with an addition of 7 acres to Open Space.
- In Phase 1, Golf Course was composed of 207 acres REC and 70 acres Open Space. In Phase 2, 0.5 acres Golf Course REC was removed and added to LDR to establish LDR-17.



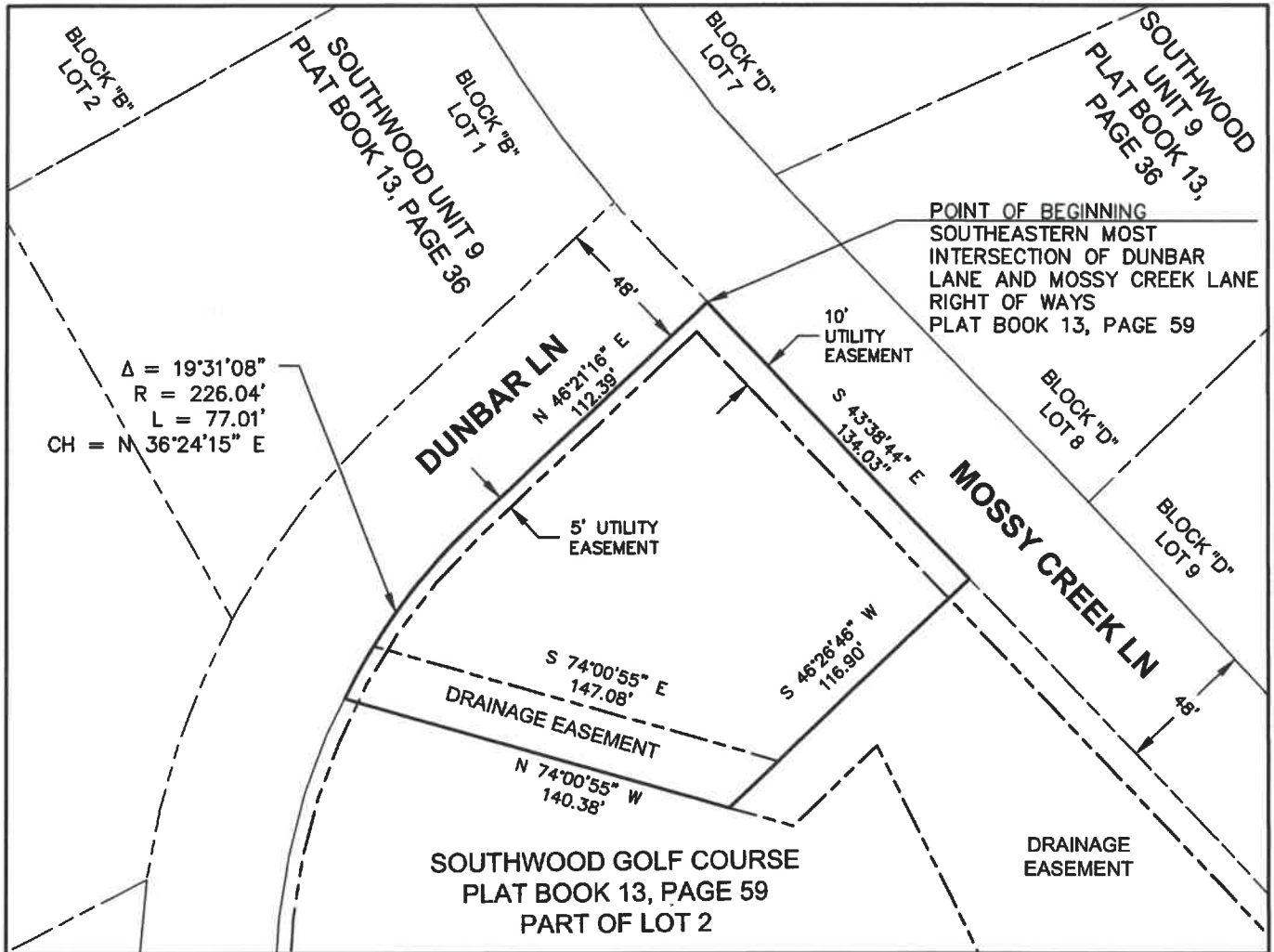
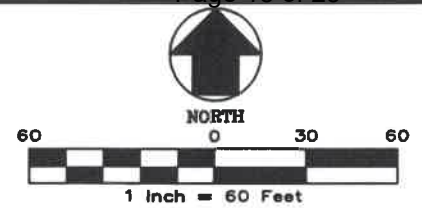
ATTACHMENT 6





ATTACHMENT 7

SKETCH & LEGAL DESCRIPTION
A PORTION OF LOT 2
OF SOUTHWOOD GOLF COURSE
TALLAHASSEE, FLORIDA



BEGIN AT THE SOUTHEASTERN MOST INTERSECTION OF DUNBAR LANE AND MOSSY CREEK LANE RIGHTS OF WAY AS SHOWN ON THE SOUTHWOOD GOLF COURSE PLAT AS RECORDED IN PLAT BOOK 13, PAGE 59 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA ; THENCE RUN SOUTH 43 DEGREES 38 MINUTES 44 SECONDS EAST 134.03 FEET ALONG THE RIGHT OF WAY OF MOSSY CREEK LANE; THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 46 DEGREES 26 MINUTES 46 SECONDS WEST 116.90 FEET; THENCE RUN NORTH 74 DEGREES 00 MINUTES 55 SECONDS WEST 140.38 FEET TO THE RIGHT OF WAY OF DUNBAR LANE; THENCE RUN ALONG SAID RIGHT OF WAY ALONG A CURVE CONCAVE TO THE SOUTHEAST WITH A CENTRAL ANGLE OF 19 DEGREES 31 MINUTES 08 SECONDS AND A RADIUS OF 226.04 FEET FOR DISTANCE OF 77.01 FEET, CHORD BEARS NORTH 36 DEGREES 24 MINUTES 15 SECONDS EAST; THENCE CONTINUE ALONG THE RIGHT OF WAY OF DUNBAR LANE NORTH 46 DEGREES 21 MINUTES 16 SECONDS EAST 112.39 FEET TO THE POINT OF BEGINNING. CONTAINING 0.47 ACRES MORE OR LESS SUBJECT TO THE EASEMENTS AS SHOWN ON SAID PLAT FOR UTILITIES AND DRAINAGE.

THIS IS NOT A SURVEY

David W. Hutcheson, P.S.M. No. 5051

FRANCIS C. CHANEY, LLC

SKETCH AND LEGAL DESCRIPTION
PROPOSED 0.47 ACRE LOT



FL CA 33380 FL LC 26000645 FL LB8348

HALFF ASSOCIATES, INC.
2607 CALLAWAY ROAD, SUITE 400
TALLAHASSEE, FLORIDA 32303
WWW.HALFF.COM (850) 224-4400



1 of 1



ATTACHMENT 8

**SIXTH AMENDMENT TO THE INTEGRATED DEVELOPMENT ORDER
FOR THE SOUTHWOOD DEVELOPMENT OF REGIONAL IMPACT**

WHEREAS, the Southwood Development of Regional Impact (DRI) is a mixed-use development on approximately 3,322 acres located in the City of Tallahassee and in unincorporated Leon County, Florida; and

WHEREAS, the original development order for the Southwood DRI was issued in 1999; and

WHEREAS, the original development order was amended by the Integrated Development Order, 1999-2012 (the "Integrated Development Order"), was approved by the Tallahassee City Commission on January 25, 2012 and the Leon County Board of County Commissioners on July 10, 2012; and

WHEREAS, an administrative amendment to the Integrated Development Order was approved by the Tallahassee City Commission on October 25, 2017 and the Leon County Board of County Commissioners on November 14, 2017; and

WHEREAS, the first amendment to the Integrated Development Order was approved by the Tallahassee City Commission on October 17, 2018 and the Leon County Board of County Commissioners on October 23, 2018 which approved the Independence Landing project; and

WHEREAS, the second amendment to the Integrated Development Order was approved by the Leon County Commission on March 12, 2019 and the Tallahassee City Commission on March 27, 2019 which approved the Florida State University School project; and

WHEREAS, the third amendment to the Integrated Development Order was approved by the Leon County Commission on May 14, 2019 and the Tallahassee City Commission on May 15, 2019 which approved the Creative Child Learning Center and Pruitt Health expansions and established the Land Use Conversion Table as Exhibit I; and

WHEREAS, the fourth amendment to the Integrated Development Order was approved by the Leon County Commission on June 18, 2019 and the Tallahassee City Commission on June 19, 2019 which approved the Medium Density Residential 17 (MDR-17) project; and

WHEREAS, the fifth amendment to the Integrated Development Order was approved by the Leon County Commission on September 17, 2019 and the Tallahassee City Commission on September 25, 2019 which approved the MUEI-5 project; and

WHEREAS, Halff Associates on 18 August, 2020 submitted an application to amend the Integrated Development Order (the "Amendment") to re-designate 0.5-acres of Parks and Recreation to Low Density Residential (LDR) to establish LDR-17.

WHEREAS, the Leon County Board of County Commissioners held a public hearing on November 17, 2020, considered the Amendment, and addressed the criteria set forth in the Comprehensive Plan and the land development regulations; and

WHEREAS, the Tallahassee City Commission held a public hearing on December 9, 2020, considered the Amendment, and addressed the criteria set forth in the Comprehensive Plan and land development regulations.

NOW THEREFORE, IT IS HEREBY ORDERED BY LEON COUNTY, BOARD OF COUNTY COMMISSIONERS AND THE CITY COMMISSION OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. Section 2.E. to the Integrated Development Order is amended to read as follows:

E. The Southwood DRI shall consist of 3,322 acres as follows:

[1. THROUGH 4. no changes]

5. ~~5,170~~ 5,171 residential units;

[6 THROUGH 8. no changes]; and

9. ~~4,367~~ 1,366.5 acres of recreation and open space areas.

Section 2. Exhibit B-1 to the Integrated Development Order is deleted and replaced with amended Exhibit B-1, attached hereto.

Section 3. Exhibit B-2 to the Integrated Development Order is deleted and replaced with amended Exhibit B-2, attached hereto.

Section 4. Exhibit C to the Integrated Development Order is deleted and replaced with amended Exhibit C, attached hereto.

Section 6. Except as amended herein, the terms and provisions of the Integrated Development Order, as amended, shall remain in full force and effect.

Section 7. This Amendment shall take effect upon approval by the Leon County Board of County Commissioners and the Tallahassee City Commission.

DULY PASSED AND APPROVED by the Leon County, Florida, Board of County Commissioners this 17th day of November 2020.

LEON COUNTY, FLORIDA

By: _____
Board of County Commissioners

ATTESTED BY:

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

APPROVED AS TO FORM:
Leon County Attorney's Office

By: _____
Chasity H. O'Steen, Esq.,
County Attorney

DULY PASSED AND APPROVED by the City of Tallahassee City Commission this 9th day of December 2020.

CITY OF TALLAHASSEE

By: _____
John Dailey
Mayor

ATTESTED BY:

By: _____
James O. Cooke, IV
City Treasurer-Clerk

APPROVED AS TO FORM:
Tallahassee City Attorney's Office

By: _____
Cassandra K. Jackson
City Attorney



MEMORANDUM

Sent via e-mail on September 11, 2020

TO: Elise Fisher, Senior Planner, Growth Management Department

FROM: Susan Poplin, Principal Planner, Tallahassee-Leon County Planning Department

THRU: Russell Snyder, Administrator, Tallahassee-Leon County Planning Department

DATE: August 14, 2020

SUBJECT: Consistency Review - Southwood Development Order Amendment (TDA200002) Revised August 12, 2020 for approval by the Tallahassee City Commission and Leon County Board of County Commissioners

Description of the Proposed Change:

The Development Order Amendment (DOA) proposes to make the 6th amendment to the Southwood Development of Regional Impact (DRI) integrated development order (DO) to:

- Redesignate .47 acres from Golf Course/Open Space (recreational facility) to low density residential (LDR-17) in order to develop one single-family lot. The amendment to the Southwood DRI DO would be the 6th amendment to the integrated restated DO; the fifth amendment to the Southwood DRI DO was adopted September 25, 2019 by the City and September 17, 2019 by the County. The last change in 2019 reflected the conversion of industrial land to an educational facility to site a charter school. The current amendment includes revising Exhibits B-1 (Development Program) and B-2 (Phasing Program), and the Southwood DRI Master Plan map.

If the DOA is adopted, the remaining conditions of the DO will remain in effect and the DO will be updated to reflect the modified sections.

Analysis of Consistency with the Tallahassee-Leon County Comprehensive Plan

The *Tallahassee-Leon County Comprehensive Plan* Future Land Use Element Objectives 6.1 [Planned Development] and 10.1 [Southeast Sector Plan], and associated policies, include general development prescriptions for the Planned Development future land use category and the Southwood DRI as part of the Southeast Sector Plan. Policy 10.1.1 establishes a required percentage distribution of the mix of uses, general phasing, and land use location criteria. As part of this prescription, it requires approximately 40 to 50% of the land area to be residential development, 10 to 15% in community and recreational facilities, and approximately 20 to 30% in open space/greenways use. The policy calls out that Southwood shall include no less than 22% in open space/greenways use.

On the proposed Exhibits B-1 and B-2 the percentages for Phase I with the proposed change are approximately 40% residential, 14% for community and recreational facilities, and 35% for total open space/greenways and buffers. The proposed change has little impact on the land use percentages. Because the change does not eliminate uses or affect the mix of development, staff does not identify inconsistencies with the proposed change to the development program to redesignate .47 acres from recreational facilities to residential.

Memorandum – Southwood DRI Development Order Amendment for LDR-17 (TDA200002)
August 14, 2020
Page 2

With regard to the identified development program, and phasing in the SESP, the proposed language does not create inconsistency with the maximum Phase I amounts listed in Table A, and the density and intensity listed in Policy 10.1.2.(D). It is also generally consistent with prescriptions in 10.1.4 for open space/greenways.

Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan

Based on the findings above, the Planning Department finds that the proposed Southwood DRI DO amendment #6 is consistent with the *Tallahassee-Leon County Comprehensive Plan*; specifically, it is consistent with the Planned Development future land use map land use category and the Southeast Sector Plan objective and related policies.

/SP



August 28, 2020

Via Electronic Mail

Development Review Committee
Attn: Mary Jean Yarbrough
435 North Macomb Street
Tallahassee, Florida 32301
Mary.Yarbrough@talgov.com

**Re: Southwood Planned Unit Development Amendment
LDR-17 (TRZ200012) (the “Application”)**

Dear Ms. Yarbrough:

It has come to our attention that on September 14, 2020, the City’s Development Review Committee will discuss the above-referenced Application submitted by Francis C. Chaney, LLC (“Applicant”) to amend the Southwood Development of Regional Impact (“DRI”) and Planned Unit Development (“PUD”). If approved, the Application would convert 0.47+/- acres of the Southwood Golf Course (“Golf Course”) from parks and recreation to low density residential for use as a single-family home site. On behalf of the Capital Region Community Development District (the “District”) Board of Supervisors and concerned residents within the District, I am writing to respectfully request that you recommend denial of this Application.

As you may know, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, by the Governor and Cabinet sitting as the Florida Land and Water Adjudicatory Commission. The District’s purpose is to provide, operate and maintain infrastructure improvements, facilities, and services for the lands within the District boundaries, which generally encompass the Southwood development. To date, the District has financed and constructed much of the public infrastructure within Southwood, including roadways, parks and greenspaces, and the stormwater management system. As land within Southwood continues to develop, the District anticipates it will be requested to accept new greenspace and stormwater improvements for ownership and maintenance and/or increased capacity on its existing infrastructure.

While the District’s Board of Supervisors (“Board”) recognizes that it does not have any review or approval authority with respect to this Application, it does have an interest in changes to land use within the District. Those changes have the potential to impact the District’s operations and infrastructure, including in this instance stormwater treatment facility FL040, which the District maintains.¹ Further, as the Board of Supervisors is made up entirely of Southwood residents, the Board is in a unique position to hear and understand the concerns of its neighbors – concerns that it wants to make sure are appropriately conveyed.

¹ The District understands that the Applicant has waived concurrency review. Accordingly, the District reserves the right to raise its objections related to stormwater capacity – if any – at the appropriate time.

Development Review Committee
August 28, 2020
Page 2

At its August 13, 2020 meeting, the Board unanimously voted to oppose this Application, as it sets a dangerous precedent in allowing further land use changes to the Golf Course property in the future. This vote reflects the Board's concerns regarding impacts to the District's infrastructure, as well as concerns raised by residents to individual Supervisors. Therefore, the Board formally requests that the DRC recommend denial of this Application.

Further – and as recognized in the Application – a portion of the property that is proposed for conversion to residential use is fox squirrel and kestrel habitat. The DRI requires 45 acres of this habitat within the Golf Course area to be protected through a recorded conservation easement. To date, no such conservation easement has been recorded. While at least 46.36 acres of this habitat exist within the Golf Course area, if the DRC is inclined to recommend approval of this Application, the District requests that any such approval be conditioned on the recording of a conservation easement over the required 45 acres to ensure that those acres are identified prior to the proposed conversion.

Thank you for your consideration of this request. On behalf of the Southwood community, we appreciate your service to our great City.

Sincerely,



L. Kyle Rojas
Vice Chairman, Board of Supervisors of the Capital
Region Community Development District

cc: City Commissioners, City of Tallahassee
County Commissioners, Leon County
Board of Supervisors, Capital Region Community Development District
Jim Oliver, District Manager, Governmental Management Services, LLC
Sarah Sandy, District Counsel, Hopping Green & Sams, P.A.
John Curtis, The St. Joe Company
Russell Snyder, Land Use Administrator, Tallahassee-Leon County Planning Dept.

PETITION: SOUTHWOOD RESIDENTS OPPOSED TO DEVELOPING HOMESITES ON RECREATIONAL LAND



This picture captures one of Southwood's many beautiful green spaces. This corner, which is actually part of the Southwood Golf Club, is a half-acre piece of recreational land near the #8 tee box. It is a gorgeous area with eight majestic live oaks.

Abundant open space is one of the primary reasons Southwood is so beautiful and why so many of us chose to live and raise our families here. Southwood is a thoughtfully designed, 3,322- acres community whose Master Plan requires that

40% of the development be dedicated to recreational land and open space. This is truly special and rare by any residential development standard.

Sadly, this beautiful slice of Southwood is in danger of becoming a new homesite, erasing its beautiful trees and breathtaking open space. Apparently, the current owners of the Southwood Golf Club want to make some money and have submitted an application to the City of Tallahassee to change its zoning from recreational to residential uses.

Southwood has rules and regulations. Lots of them. Our detailed zoning and community standards are sometimes inconvenient, but they are there to protect Southwood's homeowners and to preserve the continued high quality of our development. Allowing the conversion of recreational land to residential lots -- without adding back recreational acreage elsewhere in the community -- violates the spirit and letter of our approved Master Plan. This should not be allowed.

This issue is not about just one new house or one small sliver of the golf course. And this is not about a disagreement between neighbors and developer on just one street in Southwood. This recreational land, per the permits that created our community, was never envisioned to be developed with houses. If this zoning amendment ultimately prevails, it will set a dangerous and enduring precedent for all of Southwood. Such approval will send a clear message that recreational land can be rezoned to residential uses with ease in Southwood. It won't take long before additional homesites are pursued within the golf course property. In fact, it is our understanding that nearly 20 prospective homesites have already been identified.

This amendment should not be passed at the expense of our recreational assets, natural beauty, and Southwood's promised Master Plan. **WE THE UNDERSIGNED residents of Southwood are communicating our disapproval and opposition to this proposal (Southwood DRI and PUD Amendment – LDR17) to our City and County elected officials.**

Abbey Stewart	Longfellow Road
Abigail Centers	Four Oaks Blvd.

Abigail F Dupree	Faulkner Lane
Ajay Konidala	3587 Strolling Way
Ajay Walia	Wentworth Way
Alan Suskey	Dunabr Lane
Alana Alameda	Twain Drive
Albert W. Hansen	3161 Duxbury Lane
Alex Foz	Four oaks blvd
Ali Varnum	Lantana Lane
Alice Pomidor	3250 Belle Meade Trail
Allyson Watson	Overlook Drive
Alpeshkumar Patel	Coneflower Drive
Alyssa Cohen	Colleton Court
Amel Antoon	3115 Dickinson Dr
Amer G. Rassam	3596 Mossy Creek Lane
Amruth Kodela	2123 Fielding Way
Amulya Konda	3682 Mossy Creek Lane
Amy Templeton	3252 Hemingway Blvd
Amy Zurndorfer	Four Oaks Blvd
Anand Vastrala	3251 Appleton Dr
Andree Grogan	Thoreau Avenue
Anel Brandl	4081 Faulkner Lane
Angela M Rignanese	Baringer Hill Dr
Ann Gordey	Climbing Way
Anna Peterson	Goldenrod Way
Anneliese (Lisa) Finn	3264 Hemingway Blvd
April Johnston	Appleton Drive
April Mitchell	Longfellow Road
Ashlee Blake	Dickinson Dr
Ashley Bollig	Thoreau Ave
Ashley Ligas	Esplanade Way
Ashley P. Ross	Mossy Creek Ln.

Ashutosh Kumar	Mount Vernon Ln
Ashvini Chauhan	3114 Dunbar Ln
Audrey Heffron Casserleigh	Overlook Dr
Balaji	Twain Drive
Balakrishna Balireddy	Goldenrod Way
Barry Johnson	Summertree
Bella Papillion	Dunbar Ln
Bergen Juarez	Biltmore Ave
Bharat Talasu	Overlook Dr
Bhavik Patel	Longfellow Rd
Bhavna More	3060 Indian Grass Ln
Bibi Ramos	Bluff Oak
Bill Stephenson	3320 Calumet Drive
Blake Bauer	Appleton
Bob Ballard	Mulberry Park Blvd.
Bobbie Smith	Mulberry Park Blvd.
Bobby Walker	3010 Cummings Ave
Brenda M Piche	3607 Spider Lily Way
Brenda Yoshikawa	3793 Chanticleer Ct
Brett F. Ewing	3635 Mossy Creek
Brian Kelley	Beckett Road
Brice Barnes	Mossy Creek
Carl T Ayres	Jasmine Hill
Carlisle Rainey	Orange Ave
Carol Cairo	Dickinson Dr
Carol Elizabeth Thielen	Dunbar Lane
Carrie Boyd	Summertree Drive
Carrie Mendrick Roane	3254 Belle Meade Trail
Casia Sinco	Salinger Way
Cate Stoltzfus	Verdura Point Dr
Catherine Jones	Dunbar Lane

Catherine Taylor	Mist Flower
Cayce Crooms	Nathaniel Trace
Chandrakantha Nadikat Dhananjaya	Jasmine Hill Rd
Charles Lockwood	3210 Dunbar Lane
Charles Urban	Mossy Creek Lane
Chitra Mony	Appleton Dr
Chris L. Holley II	Jasmine Hill Rd
Christian Smith	Mulberry Park Blvd
Christie Hand	Belle Meade Trail
Christina Lake	Yeats Avenue
Christine Crooms	Nathaniel Trace
Christopher L. Holley	3553-1 Esplanade Way
Christopher Roane	3640 Mossy Creek Lane
Christy Weas	Duxbury Lane
Clementina M Rodriguez	Coneflower Dr.
Cohn Family	3050 Dickinson Drive
Colleen Ganley	Mulberry Park Blvd
Consuelo Ingledue	For Oaks Blvd
Corey Peterson	Goldenrod Way
Cori Blomberg	Salinger Way
Cornelia Haegele	Faulkner Lane
Courtney Cox	Ivy Green Trail
Courtney Ewing	Four Oaks Blvd.
Craig Goodson	Dunbar Lane
Creed King	3657 Mossy Creek Lane
Cristian Gonzalez Mendez	Riverton Trail
Cristina Dusek	Four Oaks Blvd
Crystal Montgomery	Yeats Avenue
Dale Stanley	New Dawn Rd.
Dan Keefe	3256 Appleton Dr.
Daniel Beugnet	Four Oaks

Danielle B Kelley	Beckett Rd
Darrick Watson	Overlook
Datta Kadam	Mossy Creek Ln
Dave Curry	Dunbar Lane
David Adkins	Thoreau Avenue
David Alcorn	Mossy Creek Ln
David Coury	Cummings Avenue
David Curry	Dunbar Lane
David DuBois	Coneflower Dr.
David Meresee	Baringer Hill Dr
David Triplett	3041 Dickinson Dr
David Weas	3174 Duxbury Ln
Debbie Fantigrassi	Shady View
Deborah Coury	3018 Cummings Ave
Deborah Eibeck	Avon Park Circle
Deborah Foote	3254 Newberry Blvd
Deborah L Curry	Dunbar Lane
Deepak Haldiya	Biltmore Ave
Denise Howard	Piney Grove Dr
Diana Cohn	Dickinson Street
Dimple Singla	Carrollton Dr
Donald Crume	Salinger Way
Donna C Herring	3736 Ivy Green Trail
Donna H Fisher	Mulberry Park Blvd
Donna L Konuch	3767 Greyfield Dr.
Doris Doyle Corbett	Baringer Hill Drive
Dorothea Virginia Kalinosky	Longfellow Road
Dustin Hewett	Grove Landing Ct
Dusty Edwards	Orange Ave
Dwight R. Arnold	3441 Jasmine Hill Road
Elias Tsonos	4130 Four Oaks Blvd.

Elizabeth Croney	3569 Esplanade Way
Elizabeth Murphy	Salinger Way
Elizabeth Paige Centers	Four Oaks Blvd.
Elizabeth Ray	Lantana Lane
Elizabeth Strickland	Grove Park Drive
Ellen Navarro Anderson	Colleton Court
Emily McWey	Rain Lily Way
Eric Blomberg	Salinger Way
Eric Poole	Coneflower Drive
Erica Talbot	Spider Lily Way
Erik Hines	Shady View Ln
Erika Hango	Biltmore Ave
Estan J Rodriguez	Coneflower Dr.
Eve Cantral	3021 Dickinson Drive
Evelyn Pace	Mulberry Park Blvd
Evette O'Connor Ridenhour	Mossy Creek Lane
Faaiza Shaikh	Jasmine Hill Road
Frances Zurndorfer	Jasmine Hill Road
Franco Ripple	Esplanade Way
Fred Mills	Goldenrod Way
Gabrielle Sandvoss	Mossy Creek Lane
Gary Yordon	4568 Grove Park Dr.
Gaurav Kukreja	3598 Strolling Way
Gene Williams	4122 Faulkner Lane
George Itty	Biltmore Ave
Georgia Jordan	Mossy Creek Lane
Gina Tran	3622 Mossy Creek Ln
GopiKrishna Kakarla	Carollton
Grace A. Diaz	Blue Ridge Dr.
Grant Stoltzfus	Verdura Point Drive
Greg Centers	Four Oaks Blvd

Gregory Taylor Centers	Four Oaks Blvd.
Hari Vemireddy	3426 Jasmine Hill Rd
Hariharan Sivaji	3434 Jasmine Hill Road
Harper A Higgins	Four Oaks Blvd
Harsh Patel	Faulkner Lane
Hayden Dempsey	Mossy Creek Ln.
Hayyan Bayunus	Jasmine Hill
Heather Ross	Longfellow
Heidi King	3657 Mossy Creek Lane
Helei Gomariz	Colleton Ct.
Hollace Hawkes	Longfellow Rd
Huw O'Callaghan	Baringer Hill Dr
Ila Mohsn	2504 Lantana lane
Indira Pindi	Jasmine Hill Rd
Ingrid Olsen	Andalusia Avenue
Inhee Iris Chung	3152 Iberville Way
Isabelle Riley	Lantana lane
J J Olsen	Andalusia Avenue
J Leale	Dickinson Dr
Jack Reid	Four Oaks Blvd
Jackson Redfearn	Mossy Creek Lane
Jacob Ridenhour	Mossy Creek Lane
Jaehoon James Lee	3152 Iberville Way
Jaken Roane	Belle Meade Trail
Jalpa Patel	Mossy Creek Lane
James Cassady	Grove Park Drive
James Francis Thielen	Dunbar Lane
James J Clark	3569 Esplanade Way
James Light	Wentworth Way
James Miller	Riverton Trail
James R. Kocha	Twain Dr.

James R. Piche	3607 Spider Lily Way
Jan Sangaree	Nathaniel Trace
Janice Steibly	3791 Wentworth Way
Jared Ross	Longfellow Road
Jayan Nair	Appleton
Jayne Parker	3590 Four Oaks Blvd
Jean-Paul Tran	3622 Mossy Creek Ln
Jeff Stanford	2521 Goldenrod Way
Jeffrey Kirk	Dickinson
Jennefer Porter	Piney Grove Drive
Jennifer Bauer	Appleton Dr
Jennifer Cremin	Mossy Creek Lane
Jennifer Fields	3208 Coneflower Drive
Jennifer Green	Hugo Lane
Jennifer Holm	Cunard Dr
Jennifer J. Green, CAE, DPL	Hugo Ln
Jennifer L. Glantz	Chanticleer Court
Jennifer Solomon	Four Oaks Boulevard
Jennifer Stanford	Goldenrod Way
Jennifer Tigerina	Salinger Way
Jennifer Ventura	Shady View Ln
Jessica Clayton	Salinger Way
Jessica R. Holley	3553-1 Esplanade Way
Jessica Souva	Biltmore Avenue
JH Leale	Dickinson Drive
Jigisha A. Patel	Coneflower Drive
Jithendra Gudapati	Lantana Lane
Joan Herrera	Coneflower
Joel Wade Short	2562 Goldenrod Way
John A Kirk	Jasmine Hill RD
John Aukeman	3278 Salinger way

John Fleming	Dickinson Dr
John Ray	Mossy Creek
Jordan Jones	Dunbar Lane
Jose A Rosario	Raleigh Way
Joseph Dusek	Four Oaks Blvd
Joseph McVeigh	3724 Riverton Trail
Joseph Perdue	Lantana Lane
Joseph Ryan	Mulberry Park Blvd
Josh Jordan	Mossy Creek Lane
Joyce Weller	Strolling Way
Judy Nicholas Etemadi	Biltmore Ave
Julie Meadows-Keefe	3256 Appleton Drive
Justin Senior	Dickinson Drive
Kala Balan	Dickinson Drive
Karen Smith	Longfellow Road
Karla Kraft	Grove Landing Ct
Kathleen A. Conway	Belle Meade Trl
Kathleen Ryan	3124 Mulberry Park Blvd
Kathleen Urban	Mossy Creek Lane
Kathy Groshong	2504 Twain Drive
Kathy Sommerhoff	Drayton Drive
Kay Stephenson	3636 Mossy Creek Lane
Keith Alexander	Verdura Point Dr.
Keith Bell	2558 Twain Drive
Kelly Cooper	Grove Park Drive
Kelly Reichelderfer	Mossy Creek Lane
Ken Gardner	Jasmine Hill Rd.
Kenneth Higgins	4098 FOUR OAKS BLVD
Kenny Chen	Four Oaks Blvd
Kerensa Lockwood	3210 Dunbar Lane
Keri Chiodo	Salinger Way

Kerri Mohar	Jasmine Hill Rd
Khalid Ghali	3115 Dickinson Dr
Krishna Murthy Pottabatula	4104 Biltmore Ave
Krishna Namilikonda	2505 Lantana Lane
Krista Schoen	Salinger Way
Krista Sharin	Faulkner
Kristen Atchley	3013 Dickinson Drive
Kristen Butler	Salinger Way
Kristen Phillips	Whitman Way
Kristin Sawicki	Grove Park Dr.
Kristina Lynn Osborn	Merrifield Lane
Kumaran Poongavanam	Mount Vernon Ln
Kurt Zimmerman	2469 Lantana Lane
Kyndra Light	Wentworth Way
Laura Kirk	3095 Dickinson Drive
Lauren Aukeman	Salinger Way
Lauren Gonzalez	2500 Twain Drive
Lauren Ingledue	Four Oaks
Lawrence Jones	Dunbar Lane
Leah Beck O'Connor	Salinger Way
Leah Studd	Dunbar Lane
Leigh Anne Payne	Raleigh Way
Leisa Eastman	Mossy Creek Lane
Lenora Fleming	Belle Meade
Lesley Ballard	3942 SHUMARD OAK BLVD
Leslie Gallegos Williams	3014 Cummings Avenue
Leslie Hawkes	Wentworth Way
Leslie McIlroy	Four Oaks Blvd
Leslie Williams	Cummings Avenue
Lewis C. Milliken	Newberry Blvd.
Lexie Foz	Four Oaks Blvd

Li Pin Pon	Four Oaks Blvd
Lilly Lewis	3252 Whitman Way
Lily Sweet King	Mossy Creek Lane
Linda A Pavalko	4540 Grove Park Drive
Linda Lou Fleck	Goldenrod Way
Linda McVeigh	Riverton Teail
Linda Mills	Goldenrod Way
Linda Pavalko	Grove Park Dr.
Linda Powell	Piney Grove Drive
Lisa Alcorn	Mossy Creek Ln
Lisa Johnson	Summertree
Lisa Robertson	Strolling Way
Liz Miller	Lantana
Lori Jo Finn	Beckett Rd
Louisa Blenman	Twain
Luisa Martinez	Goldenrod
Madhu Doddi	3255 Belle Meade Trail
Madhuri Sankuratri	2451 Orange Ave E
Makoto Yoshikawa	3793 Chanticleer Ct
Mallikarjun Manchikanti	2513 Lantana Lane
Manas Shinde	Coneflower Dr
Mandy O'Callaghan	Baringer Hill Dr
Manish Makhija	Grove Park Drive
Manit Patel	2509 Lantana Ln
Manoharan Mariappan	3025 Four Oaks blvd
Manuel E Gonzalez	Mist Flower Rd
Marc Reichelderfer	Mossy Creek Lane
Margaret Zimmerman	Lantana
Marilyn Tillander	Dunbar Ln
Maritza Nickerson	Orange Ave
Mark Barr	3752 Biltmore Ave

Mary Anne Delacenserie	Fielding Way
Mary Ballard	Mulberry Park Blvd.
Mary Bellamy	Mossy Creek Lane
Mary Hilton	Grove Park Drive
Matt Haegele	4093 Faulkner Lane
Matt Whall	Lantana Lane
Matthew Dupree	Faulkner Lane
Megan Higgins	4098 Four Oaks Blvd
Melanie L Wicinski	Twain Drive
Melville M Mascarenhas	3170 DUNBAR LN
Mia Hines	Shady View Ln
Mia Skye	Duxbury Ln
Michael Atchley	3013 Dickinson Drive
Michael Duffey	Carrollton Drive
Michael Glantz	3781 Chanticleer
Michael Talbot	Spider Lily Way
Michael Van Dyke	4010 Blairstone Road
Mike Conway	3267 Belle Meade Trail
Mike Donovan	2124 Sunlight Ter
Mike Sfiropoulos	Blue Ridge Dr.
Murthy Puvvada	3068 DICKINSON DR
Nadeem G. Ghali	2106 Merrifield Lane
Nagendranatha Reddy Yelugoti	Lantana Ln
Namrata Agarwal	Endicott Drive
Nanda Veerapureddy	Mount Vernon Lane
Nannette R Taylor	3634 Biltmore Ave
Narayanan Krishnamoorthy	Appleton Deive
Naren Turaka	Mist Flower Rd
Narendra Desai	Goldenrod Way
Narsing Yamsani	Verdura Point Dr.
Nathan Nickerson	Orange Ave

Naveen R Dubbaka	3586 Strolling way
Neal Studd	Dunbar Lane
Nick Nelson	Grove Park Dr
Nicole Costello	Four Oaks Blvd
Nischala Mareedu	Longfellow Rd
Nitinkumar Patel	Baringer Hill Dr
Olivia Borschel	Rain Lily
Olivia Mason	Strolling Way
Pamala Good	3640 Mossy Creek Lane
Paresh Patel	Mossy Creek Lane
Parvathi Vastrala	3251 Appleton Dr
Patricia Lee	Thoreau Ave.
Patrick Love	Goldenrod way
Paul Brandl	Faulkner Lane
Paul Hawkes	3785 Wentworth Way
Paula Jean Wilkins	3639 Longfellow Road
Paula Kiger	Raleigh Way
Pauline Foz	Four Oaks Blvd.
Peter Albert Joseph Foz	Four Oaks Blvd
Peter Foz	Four Oaks Blvd
Prakash Mulay	3118 Mulberry Park Blvd
Prathibha Rugmini Pillai	Appleton Drive
Preethi Balireddy	Goldenrod Way
Princess Poole	Coneflower Drive
Priya Mistry	Jasmine
Puja Jasrotia	Dunbar Lane
Rachel E Sparling	Avon Park Circle
Rachel Goodson	Dunbar Lane
Raechel Ingledue	Four Oaks
Raghuraman Indirajith	Jasmine Hill Road
Rahul Aggarwal	3271 Endicott Drive

Raj Natha	Coneflower Dr
Rama Rao Macherla	2118 Fielding Way
Ramchandra Goly	Surrat Lane
Ramesh Katam	Mist Flower Road
Ravi Gorijavolu	Salinger Way
Ravindra Gupta	4278 Raleigh Way
Rebecca Bosco	Grove Park Dr
Rhonda Ballew	Colleton Court
Richard Cairo	Dickinson Dr
Richard Groshong	Twain Drive
Ritu Misra	Whitman Way
Robert Dearden	Longfellow Rd
Robert Powis	Whitman Way
Robin Borschel	Rain Lily Way
Robin Krause	Park Crossing Trail
Russell Clayton	Salinger Way
Russell Sinco	Salinger Way
Ruth A Kirk	Jasmine Hill Road
Ryan Cohn	Dickinson Drive
Sachin Patil	Jasmine Hill Rd
Sachin Taywade	Mossy creek
Sahasra Ayyagari	Longfellow Rd
Sally Kay Ayres	Jasmine Hill
Santosh Dixit	Endicott
Sarah De Cock	Coneflower Drive
Sarah Nortelus	Dickinson Dr
Sarah Suskey	Dunbar Lane
Saritha Dubbaka	3586 Strolling way
Sashikanth Ayyagari	Longfellow Rd
Satheesh B Gillella	2573 Mount Vernon LN
Sathish Kumar Ramasamy	Jasmine Hill Rd

Satyam Patel	Dickinson Drive
Scott A Hilton	Grove Park Dr.
Scott L. Ross	Mossy Creek Ln.
Scott McCoy	3752 Biltmore Ave
Scott McWey	2408 Rain Lily Way
Seth Montgomery	Yeats Ave
Shankar Nalla	Orange Ave E
Shannon Rosier	Grove Park Dr
Sharath Tigulla	3410 JASMINE HILL RD
Shelly Duffey	Carrollton Drive
Sherry Toothman	Carollton Dr
Shishir More	Indian Grass Ln
Shoban Karuppasamy	Duxbury Ln
Sits Rama Sarma Marthi	4107 Kipling CT
Siva Injarapu	Mount Vernon Ln
Siva Kadiyala	Fielding way
Siva Puppala	3587 Strolling way
Smita Thakare	Mossy Creek Ln
Sneh Kukreja	Strolling Way
Sri Kiran	Orange Ave E
Sri Kiran Botta	Orange Avenue E
Sri Turaka	3113 Mist Flower Rd
Srihari Sankuratri	3615 Mossy Creek Lane
Srikanth Dropati	2553 Mount Vernon Ln Tallahassee FL 32311
Srilekha	Lantana Lane
Srinivas Dalvaigari	Strolling way
Srinivasarao Madala	3233 Appleton Drive
SRIRAM KOMMU	FIELDING WAY
Stacey Christian	Longfellow
Stacy Lynn Williams	4122 Faulkner Lane
Stam Stathis	Faulkner Lane

Stefanie Briscoe	Strolling Way
Stephanie G Finn	Stanhope Drive
Stephanie Senior	Dickinson Drive
Stephanie Van Dyke	4010 Blairstone Rd
Stephen Cremin	Mossy Creek Lane
Stephen Lance Mitchell	Longfellow Road
Steven Solomon	Four Oaks Blvd
Steven Zurndorfer	Jasmine Hill Road
Stijn Decock	Coneflower Drive
Sudeshna Aich	4278 Raleigh Way
Sumalata	3426 Jasmine Hill Rd
Summer Gilhousen	Riverton Trail
Suresh Gaddam	Indian Grass Lane
Susan Conlon	Four Oaks Blvd
Susan Love	Goldenrod Way
Swetha Rani Nomula	2513 Lantana Ln
Sydney Elise Ewing	3635 Mossy Creek Lane
Tamil D	Overlook Drive
Tammy Glaze	Biltmore Avenue
Tammy Lunger	Longfellow Road
Tate OConnor	Salinger way
Terence Thielen	Twain Drive
Thanasekar Palanivel	Esplanade Way
Theresa Zerkle	4236 Grove Park Dr.
Thomas A Weller	Strolling Way
Thomas Dale Fleck	Goldenrod Way
Thomas Ferguson	Ivy Green Trail
Tiffany Vause	4110 Faulkner Lane, Tallahassee, FL 32311
Timothy John Templeton	Hemingway Blvd
Timothy Vause	Faulkner Ln
Tirupal Kurapati	4101 Raleigh way

Todd Lara	Grove Landing Court
Tom Delacenserie	Fielding Way
Tom Longfellow	Cunard
Tom Sawicki	Grove Park
Tracey Aittama	4228 Grove Park Drive
Trey Tillander	Dunbar Ln
Trish Davies	Mist Flower Road
Valerie Reglat	Faulkner Ln
Varun Moota	Jasmine Hill Rd
Venkat Moparthy	3775 Longfellow Road
Venkateswara Rao Sankuratri	Mossy Creek Ln
Vicky C Centers	Four Oaks Blvd
Vijay Ganji	Mist Flower
Vijay Kumar Voddiraj	Duxbury Ln
Vijayakumar Muniswami	Dickinson Dr
Vijayalakshmi Krishnamoorthy	Fernleigh Dr
Vikram Pancholy	Overlook Drive
Vincent D Wicinski	Twain Drive
Vinod Kumar Paidakula	Lantana Lane
Virginia Bell	Twain Drive
Visweswara Madhavarapu	Mist Flower Rd.
Vivek Natani	Overlook Dr
Waffa G. Rassam	3596 Mossy Creek Lane
Wendy J. Plant	Mulberry Park Blvd.
William Anderson	Grove Landing Court
William E Lake	Yeats Ave
William Finn	Dunbar Ln
William Fleming	3249 Belle Meade Trl
William Mark Powell	Endicott Dr
William Pomidor	3250 Belle Meade Trail
Yesenia Escribano	3010 Cummings Ave

Yvonne Cyphers	3584 JASMINE HILL RD
Zaida Escribano	Poe Place
Antonio Montoya	Raleigh Way
Andrew Wiggins	Rain Lily Way
Houston Barnes	Mossy Creek
Amanda Roberts	Four Oaks BLVD
Jeff Roberts	Four Oaks BLVD
Catherine Kelly	Stanhope Drive
Jillian Roberts	Four Oaks BLVD
Shane Roane	4014 Blairstone Rd

Ryan Guffey

From: John Fleming <john@outcomelabs.com>
Sent: Wednesday, August 26, 2020 7:29 PM
To: Yarbrough, Mary Jean
Subject: Southwood DRI and PUD Amendment – LDR17

*****EXTERNAL EMAIL*****

Please report any suspicious attachments, links, or requests for sensitive information.

Dear Ms. Yarbrough,

Wanted to convey our opposition to the proposed rezoning of this parcel in Southwood.

Allowing the conversion of recreational land to residential lots -- without adding back recreational acreage elsewhere in the community -- violates the spirit and letter of the Southwood Master Plan. This should not be allowed. This recreational land, per the permits that created our community, was never envisioned to be developed with houses. If this zoning amendment ultimately prevails, it will set a dangerous and enduring precedent for all of Southwood. Such approval will send a clear message that recreational land can be rezoned to residential uses with ease in Southwood.

Thanks for your attention to this matter

John and Teresa Fleming
3044 Dickinson Dr, Tallahassee, FL 32311
(850) 756-0033

Ryan Guffey

From: Marc Reichelderfer <Marc@lsifl.com>
Sent: Wednesday, August 26, 2020 7:02 AM
To: Yarbrough, Mary Jean
Subject: Opposition to Southwood DRI and PUD Amendment – LDR17

*****EXTERNAL EMAIL*****

Please report any suspicious attachments, links, or requests for sensitive information.

To whom it may concern:

Please let this email serve as strong opposition to Southwood DRI and PUD Amendment – LDR17.

In 2006 my wife and I built our home in Southwood in large part due to the Master Plan requirement that 40% of the development be dedicated to recreational land and open space. Allowing the conversion of recreational land to residential lots -- without adding back recreational acreage elsewhere in the community -- violates the spirit and letter of our approved Master Plan. This should not be allowed.

This recreational land, per the permits that created our community, was never envisioned to be developed with houses. If this zoning amendment ultimately prevails, it will set a dangerous and enduring precedent for all of Southwood. Such approval will send a clear message that recreational land can be rezoned to residential uses with ease. This amendment should not be passed at the expense of our recreational assets, natural beauty, and Southwood's promised Master Plan.

Sincerely,

Marc Reichelderfer
3616 Mossy Creek Lane
Tallahassee, FL 32311
850.228.9919

Ryan Guffey

From: Yarbrough, Mary Jean <Mary.Yarbrough@talgov.com>
Sent: Monday, August 31, 2020 10:51 AM
To: Ryan Guffey
Subject: Southwood PUD/DRI Amendment - LDR-17 - Southwood Resident Emails in Opposition to the Proposed PUD/DRI Amendment
Attachments: Southwood DRI and PUD Amendment – LDR17; Opposition to Southwood DRI and PUD Amendment – LDR17; Southwood golf course to residential ; Southwood DRI and PUD Amendment – LDR17; OPPOSING DEVELOPMENT FOR Southwood DRI - 31-15-20-001-0000 Proposal to Rezone Southwood Golf Course Property to Residential; "Southwood DRI and PUD Amendment - LDR17" ; OPPOSING DEVELOPMENT FOR Southwood DRI - 31-15-20-001-0000 Proposal to Rezone Southwood Golf Course Property to Residential; Current Petition.pdf

Ryan, attached are the emails that I have received to date from Southwood residents in opposition of the amendment. Of course, if I receive more, I will send them your way. I am also sending a petition that is circulating on Facebook, which currently has 456 signatures of SW residents in opposition to the amendment.

MJ

Mary Jean Yarbrough, AICP

Senior Planner/ Land Use Division

Tallahassee-Leon County Planning Dept.

435 North Macomb Street / Frenchtown Renaissance Center

Tallahassee, FL 32301

850.891.6400 • maryjean.yarbrough@talgov.com



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

Ryan Guffey

From: Mary Anne Delacenserie <delacenseriem@yahoo.com>
Sent: Tuesday, August 25, 2020 4:31 PM
To: Yarbrough, Mary Jean
Subject: Southwood golf course to residential

EXTERNAL EMAIL

Please report any suspicious attachments, links, or requests for sensitive information.

I'm a resident of southwood, although I don't live near the site that is proposed to rezone, my fear is it would set a precedent for other recreational areas to be rezoned.

Sent from my iPhone

Ryan Guffey

From: Keith Bell <kbell@clarkpartington.com>
Sent: Tuesday, August 25, 2020 4:10 PM
To: Yarbrough, Mary Jean
Cc: vchapleau@aol.com
Subject: Southwood DRI and PUD Amendment – LDR17

EXTERNAL EMAIL

Please report any suspicious attachments, links, or requests for sensitive information.

Dear Ms. Yarbrough,

My wife Virginia and I reside at 2558 Twain Drive in Southwood. Please accept this email as our opposition to the referenced proposed PUD amendment and make said opposition part of the record. Allowing this development would degrade the character of the immediate area and would constitute a move in the wrong direction.

Thank you,

Keith

Keith Bell | Shareholder

kbell@clarkpartington.com | Office: (850) 320-6838 | Cell: (850) 261-0932

CLARK PARTINGTON

Office: (850) 597-7483 | Fax: (850) 597-7591
106 East College Avenue, Suite 600
Tallahassee, Florida 32301-7721
clarkpartington.com



CLARK PARTINGTON
ATTORNEYS AT LAW

Martindale-Hubbell®



Ryan Guffey

From: ccreedking <ccreedking@gmail.com>
Sent: Tuesday, August 25, 2020 4:03 PM
To: Yarbrough, Mary Jean
Subject: OPPOSING DEVELOPMENT FOR Southwood DRI - 31-15-20-001-0000 Proposal to Rezone Southwood Golf Course Property to Residential

*****EXTERNAL EMAIL*****

Please report any suspicious attachments, links, or requests for sensitive information.

HELLO,

I am opposed to the proposed development in Southwood on the golf course. This recreational land, per the permits that created our community, was never envisioned to be developed with houses. If this zoning amendment ultimately prevails, it will set a dangerous and enduring precedent for all of Southwood. Such approval will send a clear message that recreational land can be rezoned to residential uses with ease in Southwood.

I urge my commissioners to vote no.

Thank you,

Creed King

3657 Mossy Creek Lane

Tallahassee, FL 32311

Ryan Guffey

From: tallycatmom@comcast.net
Sent: Tuesday, August 25, 2020 1:13 PM
To: Yarbrough, Mary Jean
Subject: "Southwood DRI and PUD Amendment - LDR17"

*****EXTERNAL EMAIL*****

Please report any suspicious attachments, links, or requests for sensitive information.

Dear Ms. Yarbrough,

I am opposed to any changes to our recreational land plan here in Southwood. The green spaces, as planned, is what makes Southwood special and the main reason we chose to live here.
We trust that the City of Tallahassee will uphold the original land development plan.

Thanks for keeping this in mind when you deny this proposal.

Nannette R Taylor
3634 Biltmore Ave
Tallahassee, FL 32311

Ryan Guffey

From: Heidi King <heidi@heiditking.com>
Sent: Tuesday, August 25, 2020 12:37 PM
To: Yarbrough, Mary Jean
Subject: OPPOSING DEVELOPMENT FOR Southwood DRI - 31-15-20-001-0000 Proposal to Rezone Southwood Golf Course Property to Residential

*****EXTERNAL EMAIL*****

Please report any suspicious attachments, links, or requests for sensitive information.

HELLO,

I am opposed to the proposed development in Southwood on the golf course. This recreational land, per the permits that created our community, was never envisioned to be developed with houses. If this zoning amendment ultimately prevails, it will set a dangerous and enduring precedent for all of Southwood. Such approval will send a clear message that recreational land can be rezoned to residential uses with ease in Southwood.

I urge my commissioners to vote no.

Thank you,
Heidi King
3657 Mossy Creek Lane
Tallahassee, FL 32311

September 10, 2020
38830.001

Via Electronic Mail

Mr. L. Kyle Rojas
Vice Chairman, Board of Supervisors of the Capital Region Community Development District

**Re: Southwood Planned Unit Development Amendment
LDR-17 (Application TRZ200012)**

Dear Mr. Rojas:

We were forwarded your letter to Mary Jean Yarbrough dated August 28, 2020 concerning the above-referenced Amendment Application. As you know, the Application seeks to rezone 0.47 acre of the out-of-bounds area of the Southwood golf course to allow for one single-family custom home to be built. We are also aware of the post on the Southwood Watch Facebook page and the associated petition imploring residents to oppose the Application.

We understand that the Facebook post was alarming to Southwood residents, as it states that “Developers” are trying to build “houses” and speaks of “20 prospective homesites” having already been “identified”. It goes on to say that approval of the amendment will “set a dangerous and enduring precedent”, and “the current owners of the golf club want to make some money”. As a result, it is likely and understandable that you and the other Board members have received negative feedback from the neighborhood.

On behalf of our client, Dr. Chip Chaney, we offer the following in response to the Facebook post and your letter:

The applicant is not a developer or “developers”. He is a Tallahassee resident who is one of the owners of the Golf Club. He is paying for all costs and fees for the Amendment Application and plans to purchase the lot from the Golf Club ownership if the amendment is successful.

Halff Associates has not identified, nor been asked to identify, any lots other than the single one that is the subject of the Application. The location of the proposed lot is uniquely situated in that it lies on a street corner with all required utilities proximate and electric easements in place.

Sidewalks exist along both street frontages, which are relatively short in comparison to the total golf course frontage that exists along the two streets. If the Application is approved, the resulting lot would encompass 134 feet of the 516 feet of golf course frontage on Mossy Creek Lane, and 189 feet of the 526-foot frontage on Dunbar Lane. Thus, golf course views from the street will not be substantially affected by the construction of the one home requested.

In the past, when the original developer St.Joe owned the Golf Club, they simply recorded plats that took area away from the golf course to create new residential lots. The plat of Unit 19 used designated and platted golf course property to create four residential lots and the plat of Unit 21 did the same to create five residential lots. No PUD or DRI amendment was submitted or apparently required by the City for these land use changes.

Dr. Chaney, through Halff Associates, is following legal procedure for this Amendment request - allowing for public input. It appears that most residents who have commented are concerned that approval of the amendment will set a precedent for the future. The current precedent of simply making changes without notice, transparency or proper documentation seems much more worrisome.

It is true that sale of the lot will benefit the Golf Club. It will provide needed funds to help it stay viable. The Golf Club is a central aesthetic element of the Southwood community, as well as being a business that must sustain itself and its employees. Its existence benefits all Southwood residents, regardless of whether they are members.

Many residents may not realize that when they walk or bike the nearly mile-long nature trail that runs from Grove Park Drive to Biltmore, or when they skate the wide, smooth asphalt path that showcases The Bluffs on Esplanade, that they are on golf course property.

They may not know that stormwater facilities on golf course property drain many developed acres of Southwood that lie outside the golf course boundary, yet all but one of these are the golf course's responsibility to maintain.

They may not be aware that the Golf Club pays nearly thirty-five thousand dollars per year into the CRCDD budget for maintenance of the common elements that all residents enjoy, while also being responsible to maintain their own property.

The Golf Club depends entirely on its membership to stay afloat. Since the club property was purchased from St. Joe in 2018, its ownership has steadfastly worked to gain the support of the neighborhood. It has instituted social memberships and improved and enhanced the clubhouse restaurant. It has offered space for local musicians and provided kid's nights, special holiday events, and more. The ability to create a new residential lot for a custom home on Mossy Creek Lane is a creative source of alternative funding for the Golf Club. It could help the club meet its obligations in a year that may see even stalwart members forced to forgo the expense of a membership.

You have correctly stated that stormwater runoff from the proposed lot will drain to FL040, the one facility on golf course property that the CRCDD maintains. Concurrency review will not be required for stormwater due to the lot size being well under the two-acre review threshold.

However, in response to City Growth Management's request for information regarding existing stormwater capacity, we have compared the existing impervious area on golf course property to the impervious area entitlement shown in Southwood's Stormwater Master Facilities Plan (SFMP). This calculation was submitted to the City on July 10, 2020. It shows that an additional residential lot at 35% impervious added to the existing impervious area on the golf course would still be just under 6% of the total contributing area, well below the 8% assumed in the SFMP. Calculations showing that the additional impervious area will not cause adverse effects to the storm sewer system leading to FL040 will be required by the City prior to Preliminary Plat approval.

We understand that the CRCDD Board is asking the DRC to recommend denial of the Application while also requesting that a Condition be placed on its approval. The Condition relates to the DRI

requirement for dedication of a forty-five-acre conservation easement over Upland Habitat located in the out-of-bounds area of the golf course.

The habitat conservation area, to be set aside for fox squirrel and kestrel, was St. Joe's responsibility to dedicate and record when they submitted the Final Plat of the golf course for approval in 2002. The City did not enforce the DRI requirement, and so it was not done. Dr. Chaney was unaware of this requirement until St. Joe's attorney brought it to his attention in a July 20, 2020 email.

Dr. Chaney is willing to comply with the Condition requested by the Board, in that he is willing to have the easement placed over forty-five acres of golf course property. He is not willing to bear any cost involved in the easement's creation or recording and has advised the City and County of same.

It should be noted that corrected PUD and DRI documentation submitted indicates that the Golf Club currently provides seventy acres of Open Space, which constitutes over twenty-five percent of the property ownership. The half-acre in question is not a part of that Open Space (OS) zoning. Rather it is zoned for Parks and Recreation (PR).

The golf course currently provides over 67% of the PR zoned area within the Southwood PUD. Approval of the amendment will reduce PR zoned area on the golf course property by only 0.24%. It will reduce overall PR zoning in the community as a whole by only 0.16%. The Southwood PUD encompasses 3,322 acres. If the Amendment is approved, the combination of Open Space (OS) and Parks and Recreation (PR) will change from 1367 acres to 1366.5 acres, from 41.15% to 41.13% of the Southwood PUD.

If there are questions related to the foregoing information, or if we can provide additional documentation, please don't hesitate to call.

Sincerely,

HALFF ASSOCIATES, INC.



Carolyn S. Bibler, E.I.
Senior Project Engineer

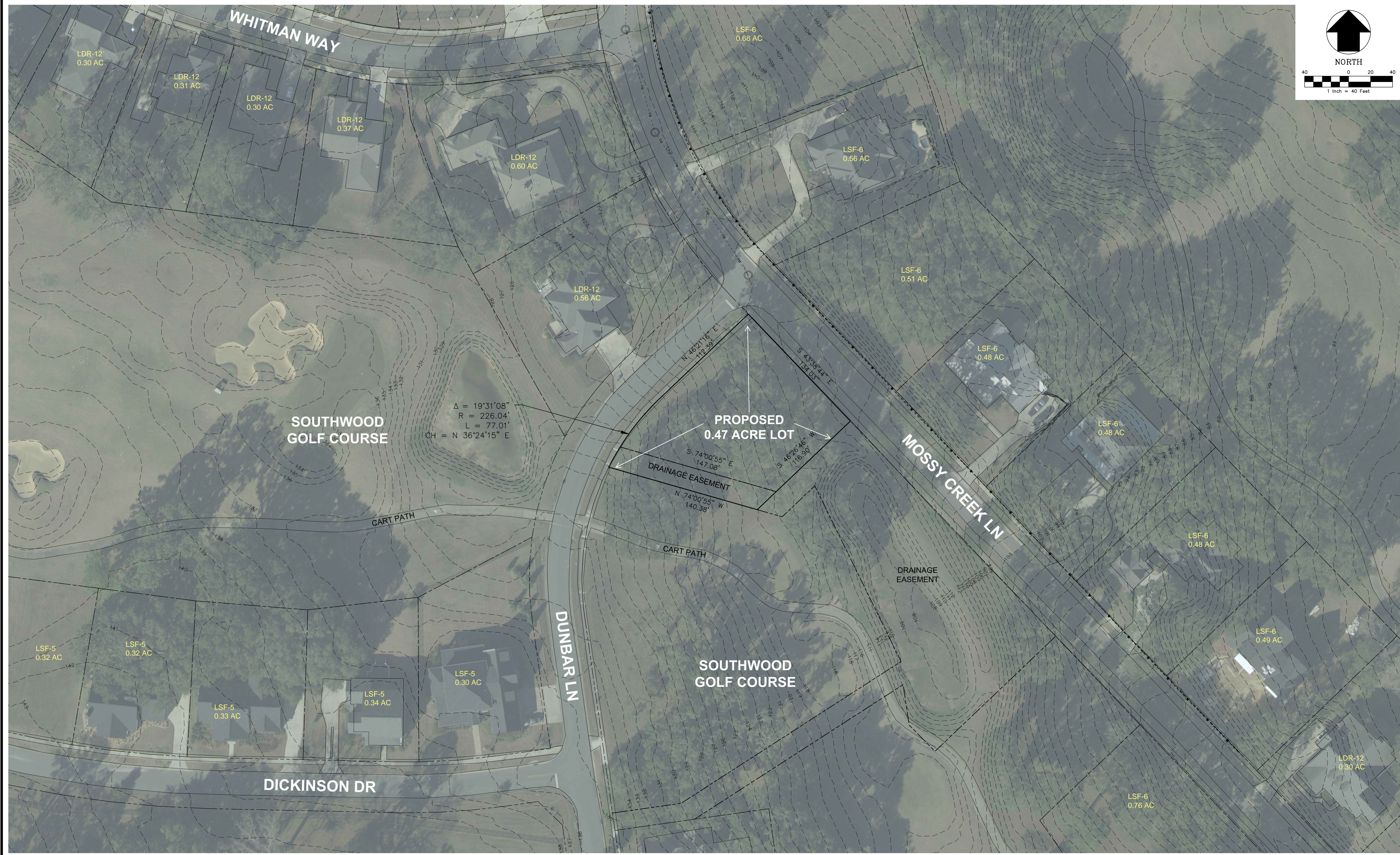


David W. Hutcheson, P.E., P.S.M.
Engineer of Record

Attachments:

PUD Concept Plan
Golf Course land Use Map

Cc: DRC members c/o Mary Jean Yarbrough; City Commissioners, City of Tallahassee; County Commissioners, Leon County; Jim Oliver, District Manager, Governmental Services, LLC; Sarah Sandy, District Council, Hopping Green & Sams, P.A.; John Curtis, The St. Joe Company; Russell Snyder, Land Use Administrator, Tallahassee-Leon County Planning Department



$\Delta = 19^{\circ}31'08''$
 $R = 226.04'$
 $L = 77.01'$
 $CH = N 36^{\circ}24'15'' E$

PROPOSED
0.47 ACRE LOT

DRAINAGE EASEMENT

$S 74^{\circ}00'55'' E$
147.08'

$S 43^{\circ}38'44'' E$
104.03'

$N 74^{\circ}00'55'' W$
140.38'

MOSSY CREEK LN

DUNBAR LN

DICKINSON DR

				DESIGNED BY: S.R.W.	 HALFF FL CA 33380 FL LC 26000645 FL LB 8348 HALFF ASSOCIATES, INC. 2507 CALLAWAY ROAD, SUITE 100 TALLAHASSEE, FLORIDA 32303 WWW.HALFF.COM (850) 224-4400	PREPARED FOR FRANCIS C. CHANEY, LLC	PROJECT NAME 1 LOT SUBDIVISION SOUTHWOOD @ HOLE 8	SHEET TITLE PUD AMENDMENT CONCEPT PLAN	SEAL David W. Hutcheson, P.E. License Number 38670	PROJECT NUMBER 38830.001
				DRAWN BY: S.R.W.					DATE 05/28/2020	
				CHECKED BY: C.S.B.					SHEET NUMBER	1
				SCALE: 1" = 40'						
NO.	DATE	DESCRIPTION	REVISIONS							

Pennington, Melissa, 6/4/2020, 4:00:57 PM
I:\388000s\38830\001\CAO\38830.001\Reports\38830.001_Lotout_LRI_Exhibit.dwg

SOUTHWOOD GOLF COURSE LAND USE MAP



OPEN SPACE (OS) ZONE ON GOLF COURSE PROPERTY =	70 ACRES
PARKS AND RECREATION (PR) ZONE ON GOLF COURSE PROPERTY =	207 ACRES
GOLF COURSE PROPERTY OWNERSHIP PER DEED =	277 ACRES
OPEN SPACE ON GOLF COURSE PROPERTY =	25.3%
UPLAND HABITAT ON GOLF COURSE PROPERTY (ATKINS) =	46.36 ACRES
REQUIRED UPLAND HABITAT ON GOLF COURSE PROPERTY PER SOUTHWOOD INTEGRATED DEVELOPMENT ORDER 1999-2017 =	45 ACRES
UPLAND HABITAT DEBIT TO CREATE LDR-17 =	0.3 ACRE
MIN. DESIGNATED UPLAND HABITAT TO REMAIN AFTER AMENDMENT =	46.06(46) ACRES





3750 Grove Park Dr. Tallahassee, FL 32311

October 19, 2020

Dear Mr. Ray:

Re: Mossy Creek lot/Southwood Golf Course

It is the understanding of the ownership at Southwood Golf Club, that you have opposed the approval of a residential lot on the corner of Mossy Creek and Dunbar by the City of Tallahassee. The purpose of this letter is to assure you that our company has no intention of developing or selling any other residential lots that are part of our golf course property. We have never commissioned any plans for the sale of lots or otherwise prepared any maps, documents or other materials in furtherance of developing any part of the golf course. The reason we decided to sell this half-acre parcel was because one of our owners wanted to build a house on the site. The property is not part of the playing area of the course and has no other negative impact on our operation. We needed the revenue from this sale to assist in keeping the golf course running, as well as replacing ageing equipment. The Covid Pandemic has caused a significant reduction in overall sales at the Club.

If you want to help us keep the golf course viable, we would ask for your support of this one lot. We can assure you that Southern Sandbaggers, LLC will not support the development of other parcels in the future.

Sincerely,

Charles McMurry

Charles McMurry, President

Southern Sandbaggers, LLC/ dba Southwood Golf Club

AUSLEY McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

123 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560
dweiss@ausley.com

November 4, 2020

Via Electronic Mail

Honorable Chairman and Members of the
Leon County Board of County Commissioners
c/o Mr. Ryan Guffey
GuffeyR@leoncountyfl.gov

Re: Sixth Amendment to Southwood DRI Integrated Development Order

Dear Mr. Chairman and Members of the County Commission:

This firm represents the Capital Region Community Development District (the “District”) with respect to the application submitted by Francis C. Chaney, LLC (the “Applicant”) to amend the Southwood Development of Regional Impact (DRI) (the “Application”). If approved, the proposed amendment would convert 0.47+/- acres of the Southwood Golf Course from Parks and Recreation (PR) to Low Density Residential (LDR) for use as a single-family home site.

The District is a local unit of special-purpose government, whose purpose is to provide, operate and maintain infrastructure improvements, facilities and services for the Southwood development. The District has financed and built, and currently maintains, much of the public infrastructure within Southwood, including roadways, parks and greenspaces, and the stormwater management system. As development continues, the demands on the infrastructure and the District’s resources will continue to grow.

The District has a unique and special interest in land use changes within the District boundaries, as the changes will impact the District’s resources, operations, and infrastructure. In this case, the proposed amendment will add roadway trips and impact capacity of stormwater treatment facility FL040, which the District maintains. In addition, the District is comprised of Southwood residents, who fund the infrastructure maintenance and improvements; live, work, and play in the Southwood community; and are most directly impacted by the proposed amendment.

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We have reviewed the Application in connection with the existing PUD and DRI and the governing statutes, Comprehensive Plan Goals, Objectives, and Policies, and Land Development Regulations. For the following reasons, we do not believe that the Applicant has demonstrated consistency with the applicable laws, ordinances, codes, rules, regulations, and policies. In particular, the proposed amendment is not consistent with the DRI requirement to protect **all** of the out-of-bounds area of the golf course. We further believe that denying the Application is reasonable and serves a legitimate public purpose, and request that the County Commission deny the Application.

An overarching principle and primary focus of the PUD, DRI and Southeast Sector Plan (SESP) is the amenity value of natural features and the protection and conservation of natural resources. This principle and focus are demonstrated throughout the PUD, DRI and SESP, and are exemplified in the Sections of the PUD and DRI outlined below.

The Southwood PUD

Section 3.1 of the Southwood PUD is titled “Description of the PUD Conceptual Master Plan.” Section 3.1.1 sets forth the Land Use Design Approach for the PUD and provides, in part:

It is the intent of the developer to preserve much of the remaining vegetation on the property . . . and to retain much of the existing rural character of the land. . . . Because the developer controls a vast inventory of land within the region, **the emphasis was not to pursue the highest development yield;** rather, emphasis was placed on using the land extensively, for the multiple purposes of human habitation and commerce, **natural habitats, and the amenity value of natural and historic features.** This effort will foster stewardship of the resources of the land and the sustainability of the community. The development plan is based on these principles.

(PUD, pg. 66).

Section 3.1.2 sets forth the Open Space Provision of the PUD and provides, in part:

The first commitment of the Southwood PUD land use design was to the preservation of significant areas of open space. Within the 3,186 acres of Southwood, **extensive open space and recreation facilities are proposed to protect unique existing features of the site and also to provide an amenity to the community.** Additional green space and open space areas, which are not classified as preservation and conservation features controlled by the comprehensive plan and environmental ordinances, will also be protected within the Southwood PUD Open Space district.

* * * * *

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Additionally, other green space, including the proposed golf course and driving range, and neighborhood and community parks, add over 330 acres of open space (approximately 10% of the total site). These areas are designated within the Southwood PUD Parks and Recreation (PR) district which allows more active recreation uses than allowed within the OS district. Park related development within these areas is intended to allow sustainable human use of these natural resource components of the development, but will be controlled to limit impacts to the resources.

* * * * *

The significant protection and preservation of natural features, the provisions for additional open space and green space including connecting greenways, the protection of habitats, and the allowance for limited human use of these protected features for educational and recreational activities, demonstrate the commitment to making Southwood a sustainable community.

(PUD, pp. 66-67).

Consistency with the Comprehensive Plan

Section 3.5 provides an analysis of the PUD's Consistency with the Tallahassee-Leon County Comprehensive Plan, and includes a table that provides an overview of the objectives and policies of the SESP and Comprehensive Plan that have been incorporated into, or will be further or implemented by, the PUD and development program.

In demonstrating consistency with the general land use principles related to the Natural Environment stated in the Overview of the Land Use Element of the Comprehensive Plan,¹ the PUD provides, in part:

Protecting an extensive set of natural resources within the development was the first act of planning the Southwood development. Providing opportunities for human use of these natural areas was an important following step. By allowing sustainable use of the natural surroundings it is expected that the community will be educated about the importance of protecting natural resources and the improvements to quality of life and sustainability that accompany that protection.

(PUD, pg. 81).

In demonstrating consistency with Objective LU 10.1 of the SESP, the PUD provides, in part, that "[i]nnovation in the protection of conservation and preservation features within the

¹ Goal 1 of the Land Use Element requires "channeling inevitable growth into locations and activities that **protect the natural and aesthetic environments and residential neighborhoods.**"

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property, while allowing human use of the natural surroundings, is an essential element of the development plan for Southwood.” (PUD, pg. 83).

In demonstrating consistency with SESP Policy LU 10.1.4: Open Space/Greenways, the PUD provides:

1. The identification, mapping and protection of natural resource elements of the Southwood property was the initial priority in planning the Southwood Conceptual Development Plan.
2. All conservation and preservation features within the Southwood PUD have been mapped and placed in the Open Space (OS) zoning district which provides protective criteria and limitations on use within the district. . .
3. **Conservation and preservation features have been interconnected with an additional set of recreational greenways, open space, buffers, and parks to provide a unified set of protected open space features.**
4. **In accordance with the SESP, the open space and recreational facilities will be dedicated to public use** for the purposes of providing sustainable, low impact, human use and enjoyment of these areas and to educate the community about the value of resource protection.

(PUD, pg. 85).

In demonstrating consistency with Land Use Goal 2 of the Comprehensive Plan, the PUD provides that “[r]edevelopment of the previous agriculturally used lands into a developed community will use previously impacted land and convert it to a use with limited impacts on natural resources.” (PUD, pg. 87).

In demonstrating consistency with Objective LU 1.7.d of the Comprehensive Plan, which required mixed use development patterns to ensure that mapping of zoning districts is consistent with the long term protection of environmental features, the PUD provides that “[t]he Southwood PUD Conceptual Development Plan was developed by first mapping and setting aside important environmental features.” (PUD, pg. 89).

In demonstrating consistency with Transportation (Mobility) Policy 1.1.5 of the Comprehensive Plan, the PUD provides that “[t]he **provision of street trees is an integral element of the design of the internal street and roadway system in Southwood.**” (PUD, pg. 93).

In demonstrating consistency with Goal 1 of the Conservation Element, the PUD provides, in part:

1. The identification, mapping and protection of natural resource elements of the Southwood property was the initial priority in planning the Southwood Conceptual Development Plan.

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2. Conservation and preservation features within the Southwood PUD have been mapped and placed in the Open Space zoning district which provides protective criteria and limitations on use within the district. . .
3. **Conservation and preservation features have been interconnected with an additional set of recreational greenways, open space, buffers, and parks to provide a unified set of protected open space features.**
4. **In accordance with the SESP, the open space and recreational facilities will be dedicated to public use** for the purposes of providing sustainable, low impact, human use and enjoyment of these areas and to educate the community about the value of resource protection.

(PUD, pg. 99).

In demonstrating consistency with Objective 3.3 and Policy 3.3.4 of the Conservation Element, related to tree protection and preservation, the PUD provides, in part:

1. The land use design for Southwood was developed with great sensitivity to the natural surroundings . . . , preserving greenways consisting of and connecting the natural water bodies and wetlands on the property, and setting aside approximately 36% of the entire site as open space or for recreational facilities.
2. Protecting an extensive set of natural resources within the development was the first act of planning the Southwood development. Providing opportunities for human use of these natural areas was an important following step. By allowing sustainable use of the natural surroundings, it is expected that citizens will be educated about the importance of protecting natural resources and the improvements to quality of life and sustainability that accompany that protection.

(PUD, pg. 103).

In demonstrating consistency with Goal 1 and Policies 1.1.1 and 1.3.2 of the Parks and Recreation Element, the PUD provides, in part, that an “extensive set of recreational facilities will be provided within the Southwood development: . . . a 215 acre public golf course, driving range, and clubhouse will be provided” (PUD, pg. 105).

Consistency with the PUD Zoning District

Section 3.6 provides an analysis of the PUD’s consistency with the purpose and intent of the PUD zoning district objectives in § 10-165(a) of the Land Development Code, and includes a table that indicates the ways in which the Southwood PUD Conceptual Development Plan fulfills or furthers the objectives of the PUD zoning district. (PUD, pg. 110-111).

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In demonstrating consistency with the PUD zoning district intent to promote more efficient and economic use of land, set forth in § 10-165(a) of the LDC, the PUD cites the protection of natural features on the site. (PUD, pg. 112).

In demonstrating consistency with the PUD zoning district intent to preserve to the greatest extent possible, and utilize in harmonious fashion, existing landscape features and amenities, set forth in § 10-165(a) of the LDC, the PUD provides, in part:

1. Southwood will protect nearly 26% of the site in area set aside for conservation. An additional 10% of the site will be used for additional recreational facilities and the golf course. Thus approximately 36% of the site will be dedicated to green space, open space, or recreational facilities and parks.
2. The conservation features to be protected will be only minimally impacted by development. Development within the conservation areas will be limited to essential roadway and utility crossings, stormwater management facilities and structures, bicycle and pedestrian trails, and passive recreational facilities.

(PUD, pg. 114).

PR Zoning District

Section 4.7 of the PUD is titled “Additional Guidelines for Development at Southwood.” Section 4.7 establishes the individual zoning districts within the PUD. The District Intent of the Parks and Recreation (PR) zoning district states that the PR district may be applied to “lands where public use of natural resources is desired.” It further provides that certain uses are permitted, “while providing protection of natural resources within the district.” (PUD, pg. 150). With respect to Urban Design Criteria, the PR zoning district provides that the “district shall define areas within which the primary goal is human access and enjoyment of the natural environment within the Southwood community.” (PUD, pg. 151).

PUD Relationship to DRI and SESP

Section 1.5.2 recognizes the relationship of the PUD to the DRI, and provides that the PUD and DRI are essentially identical except that the PUD designates the open space within the DRI as either OS or PR, and that the “OS and PR districts were developed to further define and limit the allowable uses and activities within the open space in the Southwood DRI required by the Southeast Sector Plan.” (PUD, pg. 36).

Section 4.7.1 also recognizes the relationship of the PUD to the DRI and SESP and provides that the property subject to the PUD is also subject to the DRI and SESP, and that all development orders issued for the property must be consistent with PUD, DRI and SESP.

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PUD Treatment of OS and PR

The express language of the PUD shows that the OS and PR zoning districts are complementary and utilized in connection with each other in order to provide interconnected corridors of green space. Although some limited low-intensity development is permitted in PR, the PUD demonstrates an intent for the out-of-bounds areas of the golf course to remain in a natural state in order to preserve the green space and habitat corridors created through the combination of open space and recreational use. The amenity value of the golf course includes not only the preservation of natural resources, but also the golf course views from residences and roadways which enhance the aesthetics of the neighborhood and the property values in the area.

The Southwood DRI

Consistent with the PUD's recognition of the amenity value of natural features and the PUD requirements related to protection, preservation, and conservation of natural resources and dedication of open space and recreational facilities to public use, the DRI includes the following requirement as a specific condition of development approval:

Other Uplands. As described in the preliminary EIA . . . , **a minimum** of 45 acres located within the out-of-bounds area of the golf course shall be protected through appropriate use restrictions and managed for Southeastern American kestrel and Sherman's fox squirrel habitat. The Habitat Restoration and Management Plan, which shall be approved by the City prior to development, shall incorporate techniques for the protection and management of Sherman's fox squirrel habitat **in the out-of-bounds area of the golf course.**

(DRI DO, Section 3.A.4.a.(1)(c)).

The Applicant proposes to satisfy this condition by agreeing to a conservation easement over 45 acres of golf course property.² However, the condition does not require protection of only 45 acres. It requires protection of **the entire** out-of-bounds area.

The DRI was originally approved prior to commencement of development. At that time, the exact acreage and location of the playable area and out-of-bounds area of the golf course were unknown. Accordingly, the condition requires **a minimum** of 45 protected acres, but does not limit the protected area to 45 acres. When read in its entirety, the condition requires protection of the entire out-of-bounds area. This conclusion is supported by the PUD's focus on the amenity value of natural features and protection of natural resources through a combination of land designated as Open Space and land designated as Parks and Recreation within the golf course.

² The Applicant has stated that it is willing to agree to the easement, but is not willing to bear any costs associated with the easement.

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In addition, in an attempt to demonstrate that sufficient acreage exists to create the additional lot and still satisfy the condition, the Applicant submitted a map completed by ATKINS in August 2019. The map, completed more than a year ago by a different consultant for a different client, is not competent substantial evidence. Moreover, the map actually supports the required protection of the entire out-of-bounds area. ATKINS identified 46.36 acres of uplands. The condition requires protection of a minimum of 45 acres. The proximity of these numbers supports the conclusion that the term “minimum” was included because the exact number of out-of-bounds acres was not known prior to development, and that protection of all of the acreage was required in order to satisfy the condition.

Conclusion

The District recognizes that master plans for development may change over time and that amendments may be necessary in order to accommodate changes in preferences and market conditions. It recognizes that certain aspects of the Southwood master plan may be amended for those reasons. However, the proposed redesignation of a half-acre of the out-of-bounds area of the golf course from PR to LDR in order to add one single-family home site does not address changed conditions. The requested addition of one lot to a master planned development is similar to a spot zoning request and is not an appropriate basis for an amendment to the master plan.

Moreover, the PUD and DRI show that open space and golf course recreation areas are utilized in connection with each other in order to provide corridors of green space and habitat protection; and the DRI condition requires protection of the entire out-of-bounds area of the golf course in order to accomplish this purpose. In addition, the amenity value of the out-of-bounds area of the golf course is unique, as it includes not only the preservation of natural resources, but also golf course views from residences and roadways which enhance aesthetics and property values in the community.³

For all of the forgoing reasons, the District respectfully requests that the County Commission find that the Applicant has not demonstrated consistency with the governing laws, ordinances, codes, rules, regulations, and policies; that denying the Application is reasonable and serves a legitimate public purpose; and deny the Application.

³ In this instance, protection will also preserve street trees, which is “an integral element of the design of the internal street and roadway system in Southwood.” (PUD, pg. 93).

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Thank you for your time and consideration.

Sincerely,

AUSLEY McMULLEN

A handwritten signature in blue ink, appearing to read 'DW', is written over a horizontal line.

David J. Weiss

NOTICE OF PUBLIC HEARING

Attachment #9

Page 1 of 1

Notice is hereby given that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, November 17, 2020 at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider a request for approval of a proposed amendment to the Southwood Development of Regional Impact (DRI) Integrated Development Order (DO), pursuant to Section 380.06(7), Florida Statutes (2020).

The applicant is seeking to amend the Southwood DRI DO to re-designate a 0.47 acre parcel of property, from "Recreation Golf Course/Clubhouse" to "Residential Single Family" to allow one single-family residential unit. The subject property is located on the southwest corner of Mossy Creek Lane and Dunbar Lane (a portion of Parcel Identification Number 31-15-20-001-0000).

Leon County will be broadcasting the 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).

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Interested parties are also invited to submit written public comments until 8:00 p.m. on Monday, November 16, 2020, by visiting <https://leoncountyfl.gov/PublicComments>. All submitted written 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) 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.

Written public comments received after the 8:00 p.m., Monday, November 16, 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.

Interested parties may also provide virtual real-time public comments during the public hearing. Interested parties wishing to provide virtual real-time public comments must complete and submit the registration form provided at <https://www2.leoncountyfl.gov/coadmin/agenda/> by 8:00 p.m. on Monday, November 16, 2020. Following submittal of the registration form, further instructions for participating in the meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300, or via email at LCG_PublicComments@leoncountyfl.gov. 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.

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 amendment to the Southwood DRI DO may be inspected on the County's web site (www.LeonCountyFL.gov). To receive copies of the proposed amendment by other means, such as email, mail, or facsimile transmittal, contact the Department of Development Support and Environmental Management at 850-606-1300.

Advertise: November 2, 2020

**Leon County
Board of County Commissioners**

Notes for Agenda Item #22

Leon County Board of County Commissioners

Agenda Item #22

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Chasity H. O'Steen, County Attorney



Title: First and Only Public Hearing to Adopt the Proposed Ordinance Amending Chapter 2, Article XII of the Code of Laws of Leon County Relating to Lobbying Regulations

Review and Approval:	Chasity H. O'Steen, County Attorney Vincent S. Long, County Administrator
Lead Staff/ Project Team:	Chasity H. O'Steen, County Attorney

Statement of Issue:

This item provides for the first and only public hearing to consider the adoption of a proposed Ordinance amending 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: Conduct the first and only public hearing and adopt the proposed Ordinance amending Chapter 2, Article XII of the Leon County Code of Laws relating to lobbying regulations (Attachment #1).

Report and Discussion

Background:

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. 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 the County Attorney's Office to explore the following issues: (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.

At the September 15, 2020 meeting, further updates were provided to the Board with regard to the County's lobbyist registration procedures, including a review of the issues posed at the March 10, 2020 meeting. A draft Ordinance amending the County's lobbying regulations was also provided to the Board. The Board accepted the update on the County's lobbyist registration procedures and directed the scheduling of 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. The Board also directed the County Attorney's Office to explore recent feedback that may improve transparency and accountability.

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 (the "Code"). The proposed Ordinance (Attachment #1) will amend the County's lobbying regulations as follows.

The proposed Ordinance will streamline the definition of lobbyist. Presently, the definitions of terms used in Division 3, Lobbyist Regulations, are located in Section 2-651, Division 1 of the Code. However, the exemptions from the definition of lobbying are located separately in Section 2-681, Division 3 of the Code. In the proposed Ordinance, the exemptions will be re-located from Section 2-681, Division 3 to Section 2-651, Division 1 under the definition of lobbyist, so that it will be easier for a reader to determine when someone, who would otherwise qualify as a lobbyist, is exempt from the lobbyist regulations.

The proposed Ordinance will also modify the lobbyist exemptions. The existing exemption for factual information requests, currently found in Section 2-681(6), Division 3, will be removed from the Code and no longer considered to be an exemption.

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. 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. In the proposed Ordinance, Section 2-686 will be created to provide a process for the filing of complaints, an investigative process, and the issuance of written findings. Section 2-687 will be created to provide a framework for the imposition of penalties for violations of Division 3, and Section 2-688 will be created to provide a mechanism for the appeal of such penalties.

The Florida Division of Administration Hearings (DOAH) recently provided feedback to the County Attorney's Office on the proposed appeals process. As a result, Section 2-688 will provide that any appeal of the penalties imposed under Section 2-687 shall be before DOAH. DOAH will enter a final order, and the final order is appealable to the First District Court of Appeal.

The proposed Ordinance also includes modifications to other provisions of Division 3, Chapter 2, Article XII of the Code. Sections 2-680 and 2-681 have been modified to expressly set forth the intent, purpose, and applicability of the lobbyist regulations. Section 2-682 relating to lobbyist registration, and Section 2-684 relating to the quarterly compensation report, have been revised to provide clarity and consistency. The requirement to sign the lobbyist registration form and quarterly compensation report before a notary will be eliminated.

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, the proposed Ordinance will amend section 2-685 of the Code to authorize the submission of forms and payments required by Division 3 using online means as approved and maintained by the Clerk of Court, to the extent technologically feasible and cost-effective.

The Notice of Public Hearing concerning the adoption of the proposed Ordinance was timely published in accordance with section 125.66, Florida Statutes (Attachment #2).

Options:

1. Conduct the first and only public hearing and adopt the Ordinance amending Chapter 2, Article XII of the Leon County Code of Laws relating to lobbying regulations (Attachment #1).
2. Conduct the first and only public hearing and do not adopt the Ordinance amending Chapter 2, Article XII of the Leon County Code of Laws relating to lobbying regulations.
3. Board direction.

Recommendation:

Option #1

Title: First and Only Public Hearing to Adopt the Proposed Ordinance Amending Chapter 2,
Article XII of the Code of Laws of Leon County Relating to Lobbying Regulations
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Attachments:

1. Proposed Ordinance
2. Notice of Public Hearing

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

1 current County Commissioners, county employee, or person serving on an advisory body. Each
2 lobbying firm may register in the name of such firm, corporation or legal entity, provided the
3 registration and the payment of the lobbyist registration fees shall be for each ~~of the~~ persons who
4 engages in lobbying as defined ~~in~~ by section 2-651 of this article.

5
6 (c) Each lobbyist shall, at the time of initial registration, and for each subsequent annual
7 registration, pay a non-refundable registration fee of \$25.00.

8
9 (d) The term of lobbyist registration for a lobbyist shall be from January 1 through
10 December 31 of the calendar year, or from the date of initial lobbyist registration to December 31 of
11 that calendar year.

12
13 (e) If a lobbyist has previously filed a lobbyist registration form for a calendar year and is
14 retained by a new principal to lobby during the calendar year, such lobbyist shall amend the previously
15 filed lobbyist registration form and pay a non-refundable registration fee of \$25.00.

16
17 (f) If a lobbyist has previously filed a lobbyist registration form for a calendar year and
18 withdraws from lobbying for a principal while still lobbying on behalf of other principals, such lobbyist
19 shall amend the previously filed lobbyist registration form within ten (10) business days of such
20 change. There is no fee to submit an amended lobbyist registration form to provide notice that the
21 lobbyist has withdrawn from lobbying for a principal.

22
23 (g) If a lobbyist has previously filed a lobbyist registration form for a calendar year and
24 ceases all lobbying activities on behalf of all principals, such lobbyist shall file a lobbyist withdrawal
25 form approved and maintained by the clerk of the Board of County Commissioners within 10 business
26 days of such change.

27
28 (h) All registration fees shall be paid to the clerk of the Board of County Commissioners.

29
30 (ie) Failure to register prior to engaging in lobbying, failure to amend a lobbyist registration
31 form (as applicable), failure to file a required quarterly compensation report, or providing false
32 information in the lobbyist registration form, shall constitute a violation of this division ~~article~~.

33
34 **Sec. 2-681. Exemptions.**

35
36 ~~The following persons are not lobbyists as defined in this article and shall not be required to~~
37 ~~register as lobbyists or to keep records as lobbyists:~~

38
39 ~~(1) Leon County employees discussing government business;~~

40
41 ~~(2) Law enforcement personnel conducting an investigation;~~

42
43 ~~(3) A person who communicates with County Commissioners or county employees in an~~
44 ~~individual capacity for the purpose of self representation, or on behalf of a family member, or who~~
45 ~~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 period²).~~

~~(a1) 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 at DOAH within thirty (30) days after receipt of the findings of the investigation or the right to such an appeal shall be deemed waived. The final order entered by DOAH is appealable to the First District Court of Appeal. An appeal of the final order shall be filed within thirty (30) days after receipt of the final order 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.

1
2 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,
3 Florida, this 17th day of November, 2020.
4

5 LEON COUNTY, FLORIDA
6
7

8 By: _____
9 _____, Chair
10 Board of County Commissioners
11

12 ATTESTED BY:
13 Gwendolyn Marshall, Clerk of Court
14 & Comptroller, Leon County, Florida
15

16
17 By: _____
18

19 APPROVED AS TO FORM:
20 Chasity H. O'Steen, County Attorney
21 Leon County Attorney's Office
22

23
24 By: _____
25

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, November 17, 2020 at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE XII OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, ENTITLED “CODE OF ETHICS”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Leon County will be broadcasting the 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).

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Interested parties are also invited to submit written public comments until 8:00 p.m. on Monday, November 16, 2020, by visiting <https://leoncountyfl.gov/PublicComments>. All submitted written 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) 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. Written public comments received after the 8:00 p.m., Monday, November 16, 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.

Interested parties may also provide virtual real-time public comments during the public hearing. Interested parties wishing to provide virtual real-time public comments must complete and submit the registration form provided at <https://www2.leoncountyfl.gov/coadmin/agenda/> by 8:00 p.m. on Monday, November 16, 2020. Following submittal of the registration form, further instructions for participating in the meeting will be provided. Persons needing assistance with registering or providing virtual real-time comments may contact County Administration via telephone at (850) 606-5300, or via email at LCG_PublicComments@leoncountyfl.gov. 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.

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 Ordinance may be inspected on the County’s web site (www.LeonCountyFL.gov). To receive copies of the Ordinance by other means, such as email, mail, or facsimile transmittal, contact County Administration at 850-606-5300.

Advertise: November 6, 2020

**Leon County
Board of County Commissioners**

Notes for Agenda Item #23

Leon County Board of County Commissioners

Agenda Item #23

November 17, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First of Two Public Hearings to Consider Adopting an Ordinance Amending Article VIII of Chapter 10 of the Leon County Code of Laws Entitled “Floodplain Management”, and Amending Section 10-1.101 Entitled “Definitions”, Section 10-4.327 Entitled “Topographic Alterations”, and Section 10-4.303 Entitled “Stormwater Management Design Standards”

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, Director, Environmental Services Nawfal Ezzagaghi, Deputy Director, Environmental Services Anna Padilla, Senior Design Engineer, Public Works

Statement of Issue:

This item requests the Board conduct the first of two required Public Hearings to consider adopting an Ordinance repealing and replacing the Floodplain Management section and amend flood-related definitions in the General Definitions section of the Land Development Code (LDC). These revisions are a migration to the State Model Ordinance and will ensure compliance with national and state standards and enhance the County’s efforts toward improving its community rating, thereby lowering flood insurance costs for property owners.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first of two required Public Hearings to consider adopting an Ordinance amending Article VIII of Chapter 10 of the Leon County Code of Laws, entitled “Floodplain Management”, and amending Section 10-1.101 entitled “Definitions”, Section 10-4.327 entitled “Topographic alterations”, and Section 10-4.303 entitled “Stormwater management design standards” (Attachment #1), and schedule the second and final Public Hearing for December 8, 2020 at 6:00 p.m.

Title: First of Two Public Hearings to Consider Adopting an Ordinance Amending Article VIII of Chapter 10 of the Leon County Code of Laws Entitled “Floodplain Management”, and Amending Section 10-1.101 Entitled “Definitions”, Section 10-4.327 Entitled “Topographic Alterations”, and Section 10-4.303 Entitled “Stormwater Management Design Standards”

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Report and Discussion

Background:

At its October 13, 2020 meeting, the Board approved the scheduling of two Public Hearings to consider the adoption of a proposed Floodplain Management Ordinance amending Article VIII of Chapter 10 (Land Development Code) of the Leon County Code of Laws entitled “Floodplain Management,” and also amending Section 10-1.101 entitled “Definitions”, Section 10-4.327 entitled “Topographic alterations”, and Section 10-4.303 entitled “Stormwater management design standards” (Attachment #1). This item requests the Board conduct the first of two required Public Hearings to consider adopting the proposed Floodplain Management Ordinance. These revisions are a migration to the State Model Floodplain Management Ordinance language, to ensure compliance with national and state standards, and enhance the County’s efforts toward improving its community rating, thereby lowering flood insurance costs for property owners.

At the April 14, 2020 regular meeting, the Board authorized staff to proceed with drafting an Ordinance to amend Article VIII of the Land Development Code (LDC), entitled “Floodplain Management.” The proposed amendments are a migration to the SMO, with the inclusion of current and proposed higher regulatory standards, which is intended to maintain compliance with national and state standards and enhance the County’s efforts toward improving its community rating, thereby lowering flood insurance costs for property owners.

Included in the proposed Ordinance is an amendment to the Environmental Management Act (EMA) that requires the testing of stormwater management facilities within the Lake Protection Node (LPN) zoning district. This amendment was included based on direction from the Board on May 12, 2020 during the Public Hearing for the LPN zoning district.

The National Flood Insurance Program (NFIP) is a federal program that provides federally-backed flood insurance within communities that enact and enforce floodplain regulations. The goals of the NFIP are not only to provide flood insurance to property owners, but also to encourage flood loss reduction activities by communities, and to save taxpayers’ money. By participating in the NFIP, communities agree to adopt and enforce a Floodplain Management Ordinance to regulate development in flood hazard areas that meets or exceeds the minimum requirements of the NFIP. The Ordinance must be legally enforceable and meet applicable provisions of state enabling laws.

Leon County has been participating in the NFIP since 1982, at which time the first Floodplain Management Ordinance was adopted (Ordinance No. 82-60). Since then, numerous amendments to the Floodplain Management Ordinance have been adopted, ranging from changes to definitions and terminology to the addition of higher regulatory standards. The most recent amendment occurred in December 2018 (Ordinance No. 18-18), when minor changes were made to the flood indemnification process. Prior to that, an amendment was adopted in January 2010 (Ordinance No. 10-01), which occurred in conjunction with the receipt of revised flood hazard data from the

Title: First of Two Public Hearings to Consider Adopting an Ordinance Amending Article VIII of Chapter 10 of the Leon County Code of Laws Entitled “Floodplain Management”, and Amending Section 10-1.101 Entitled “Definitions”, Section 10-4.327 Entitled “Topographic Alterations”, and Section 10-4.303 Entitled “Stormwater Management Design Standards”

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Federal Emergency Management Agency (FEMA). This revision brought Leon County’s regulations back into compliance with the NFIP and included some substantive changes.

Since May 1, 2015, Leon County has participated in FEMA’s Community Rating System (CRS) Program as a Class 6 community, meaning many residents receive a 20% discount on their flood insurance premiums. Currently the County enforces numerous higher regulatory standards (i.e., requirements above the NFIP minimum), but based on the wording and language used in the current Ordinance, these higher standards do not qualify for CRS credit. In order to improve to a Class 5 rating and acquire an additional 5% discount on flood insurance, Leon County would need to revise the Floodplain Management Ordinance.

By law, only the Florida Building Code (FBC) governs the design of buildings, which creates potential for conflict and inconsistencies with the building provisions in the County’s Floodplain Management Ordinance. The State Model Ordinance (SMO), developed by the Florida Division of Emergency Management (FDEM), was explicitly coordinated with the FBC, approved by FEMA, and reviewed by the Building Officials Association of Florida and Florida Floodplain Managers Association. It is designed to repeal and replace existing regulations that satisfy requirements of the NFIP. The SMO incorporates floodplain management administrative provisions and requirements for development other than buildings, is largely based on FEMA guidance documents, and can be modified to include a community’s higher regulatory standards. Migration to the SMO includes amendments to Chapter 5 of the Leon County Code of Laws, “Building and Construction Regulations,” to adopt local administrative and technical amendments to the FBC. These revisions include more stringent requirements than the FBC that are consistent with and allow enforcement of, the County’s proposed floodplain regulations.

Each time a community receives new or revised flood hazard data from FEMA, the community’s Floodplain Management Ordinance must meet or exceed the NFIP minimum requirements, as well as any additional state requirements. Leon County has received preliminary flood hazard data for the Ochlockonee River watershed and it is anticipated this flood hazard data will become effective later this year. Without adoption of the proposed Ordinance, Leon County’s current regulations could require revision at the time the preliminary data becomes effective. Adoption of the SMO minimizes the need to revise the regulations each time new data is received from FEMA.

Analysis:

Development Support and Environmental Management (DSEM) staff worked with representatives from FDEM to develop the proposed Floodplain Management Ordinance, utilizing the SMO templates, with the addition of several higher regulatory standards, many of which are current County practices or modifications to currently included higher standards. Staff also identified and included additional opportunities for CRS credit, as well as flood loss reduction activities, to provide an increased level of protection and benefit to the community. As mentioned, the SMO is designed to repeal and replace the current regulations. One benefit of the SMO is many of the

Title: First of Two Public Hearings to Consider Adopting an Ordinance Amending Article VIII of Chapter 10 of the Leon County Code of Laws Entitled “Floodplain Management”, and Amending Section 10-1.101 Entitled “Definitions”, Section 10-4.327 Entitled “Topographic Alterations”, and Section 10-4.303 Entitled “Stormwater Management Design Standards”

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subjective areas within the current floodplain regulations have been clarified and the development standards are clearly stated, while still allowing the Floodplain Administrator flexibility within the limits of the NFIP. Broadly speaking, the changes from the current Floodplain Management Ordinance will include a new layout and verbiage, rearrangement of the definitions within the General and Floodplain Management sections of the LDC, and inclusion of current and proposed higher regulatory standards.

The migration to the SMO has moved many of the sections in the current regulations to a new area within Article VIII and some of the verbiage has changed. Staff performed a comparison between the current and proposed versions to ensure all the necessary current information and development standards are present in the proposed Ordinance. Although the verbiage has changed in the SMO, the requirements and intent of the Floodplain Management regulations remain consistent and it has a more logical order than the current Floodplain Management code.

As part of the amendment process, staff reviewed all the Definitions in Section 10-1.101 and Sections 10-8 (Floodplain Management) of the LDC and the locations in the LDC where the terms are used. Terms that were used throughout the LDC were moved to Section 10-1.101 and those that were used only in Section 10-8 or have a floodplain specific definition were moved to Section 10-8. Staff found numerous duplicate definitions in Section 10-1.10 and Section 10-8, creating potential for inconsistency.

While developing the proposed Floodplain Management Ordinance, staff reviewed currently adopted higher regulatory standards, County practices not included in the existing regulations, and areas for increased CRS credit. In addition, staff evaluated the effectiveness of the existing regulations and their impacts on constructability versus the flood protection benefit provided. Staff then identified development standards that could be modified or added, resulting in construction cost savings to the citizens and permitting process improvements without sacrificing flood damage reduction, significant increased flood risk potential, or reduced CRS credit. This analysis resulted in development standards in the proposed Floodplain Management Ordinance, summarized in Table 1 below, that are a modification of current regulations, codification of a current practice, or new regulations.

Table 1: Summary of Development Standard Changes

Development Standard	Type	Current Code Section	Proposed Code Section
Flood Protection Elevation	Modification	Sec. 10-1.101	Sec. 10-8.102
Accessory Structure Flood Protection	Current Practice	N/A	Sec. 10-8.116(c)
Declaration of Land Restrictions	Current Practice	N/A	Sec. 10-8.105(d)(8)
Substantial Improvement	Modification	Sec. 10-1.101	Sec. 10-8.102
“1 in 5” Rule	Modification	Sec. 10-8.301(j)	Sec. 10-8.116(b)(1)
Critical Facilities	New	N/A	Sec. 10-8.116(d)
Agricultural Structure Variance	New	N/A	Sec. 10-8.108(g)

Title: First of Two Public Hearings to Consider Adopting an Ordinance Amending Article VIII of Chapter 10 of the Leon County Code of Laws Entitled “Floodplain Management”, and Amending Section 10-1.101 Entitled “Definitions”, Section 10-4.327 Entitled “Topographic Alterations”, and Section 10-4.303 Entitled “Stormwater Management Design Standards”

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As previously mentioned, technical amendments to the FBC are necessary to allow enforcement of the County’s more stringent proposed floodplain regulations. These technical amendments are included in the proposed Ordinance to amend Leon County’s Code of Laws Chapter 5, Building and Construction Regulations. The proposed Building and Construction Regulations Ordinance is anticipated to be considered at the December 8, 2020 Public Hearing, which will be the second and final Public Hearing considering the proposed Floodplain Management Ordinance.

A summary of the new and revised development standards is provided below:

Flood Protection Elevation

The flood protection elevation (FPE) is an elevation to which a structure is protected through elevation, flood-proofing, or use of flood resistant materials. This elevation is a set amount, or distance, above a known flood hazard elevation. In Leon County, the known flood hazard elevation could be the base flood elevation (often called 100-year flood elevation), a known historical high-water elevation, or the elevation of a natural saddle or closed-basin pop-off.

Current Development Standard

The FPE is determined based on where a development is located within the County:

- In an area with a fully developed upstream watershed, 1.5 feet above a base flood elevation (BFE) based on an engineering study or a known discharge/flow over a natural topographic saddle; or
- In an area with a less than fully developed upstream watershed, 3 feet above the BFE, a known historical high-water elevation, or the elevation of a natural saddle or closed-basin pop-off.

Proposed Development Standard

The FPE is determined by the type of development activity:

- Three (3) feet above the BFE or surface water elevation associated with a flood hazard area, whichever is higher, for all mechanical, plumbing, and electrical systems; and
- Three (3) feet above the BFE or surface water elevation associated with a flood hazard area, whichever is higher; or
- One (1) foot above the BFE or surface water elevation associated with a flood hazard area, whichever is higher, for accessory structures that are unfinished and less than or equal to 600 square feet in area.

Analysis

Staff conducted an analysis and found that approximately 95% of all building permits received required the 3-foot FPE. Of the permits that used the 1.5-foot FPE, a vast majority of them were based on a natural saddle or closed-basin pop-off. Although these areas were within fully developed watersheds, the natural saddle is often located in an area without a drainage easement and no assurance the saddle elevation will not increase with time, resulting in increased flood risk.

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DSEM receives a significant number of permits for unfinished accessory structures on residential properties (e.g., garages, sheds, carports with sides, etc.) The current regulations require that these structures be flood-proofed to the FPE. In many areas of the County, this means the floor of these structures must be built several feet off the ground or the structure must be built out of flood-resistant materials and have flood vents installed. This requirement has become burdensome for many citizens as they are permitting small, unfinished accessory structures; however, the life/safety risk associated with these types of structures is much less than other structure types.

The modification of the flood protection elevation has two primary benefits. First, the risk associated with those structures constructed using the 1.5-foot FPE is reduced by eliminating this option and providing a higher level of protection above the flood hazard elevation for all higher-risk structures. Second, citizens benefit from the decreased construction cost of smaller unfinished accessory structures, with negligible increase to flood damage and life/safety risk.

Accessory Structure Flood Protection

The accessory structure section of the proposed Floodplain Management Ordinance is based on guidance from FDEM and defines at what elevation the floor of an accessory structure can be constructed in relation to the BFE and FPE.

Analysis

This development standard is current County practice based on allowances and requirements of the NFIP. This section was added to the proposed Ordinance to enhance customer service by clearly outlining what construction standards are required.

Declaration of Land Restrictions

The Declaration of Land Restriction (Non-conversion agreement) is a form provided by the County, signed by the owner(s), and recorded on the property deed stating the owner(s) agree not to convert or modify the structure in any manner inconsistent with the building permit or regulations. A copy of the recorded form shall be returned to the County prior to issuance of a Certificate of Occupancy or a Certificate of Completion.

Analysis

Various types, sizes, and areas of structures have different required minimum floor elevations. For example, the finished floor elevation of a single-family residential structure must be constructed at the FPE, or 3 feet above the flood hazard elevation; whereas, the garage (when used for parking and storage) can be constructed lower than FPE due to the lower flood risk potential associated with the use (parking and storage). Because habitable spaces (e.g., bedroom, living room, etc.) have a much higher flood risk potential, these areas are not permissible at the same elevation as the garage floor (lower than the FPE). The Non-conversion agreement puts the current owner(s) and all future owners on notice that the non-habitable lower risk/lower elevation spaces (e.g., garages, sheds, etc.) cannot be converted into alternative uses and spaces. The conversion of these enclosed spaces is not currently allowed so the regulation change is associated with the

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requirement of the form. Further, the requirement of the Non-conversion agreement is current practice in certain situations associated with high flood risk. The addition of this development standard codifies this process in the Ordinance, thereby allowing the County to receive CRS credit for this activity.

Substantial Improvement

Generally speaking, a substantial improvement (SI) occurs when the cost of the improvement exceeds 50% of the market value of the structure. Leon County currently enforces SI regulations for all projects; however, the SI determination is made on a project-by-project basis. The proposed Ordinance adds a cumulative component to SI. Instead of making the SI determination for an individual project, the total cost of all projects within a 10-year period are totaled and used for the SI determination.

Analysis

The current regulations contain a loophole in which multiple projects under the SI threshold could be completed without bringing the structure up to current code standards. This becomes an issue when a structure is in a high-risk area and is built below current floodplain standards, resulting in a high flood damage potential and high life/safety risk, but is not brought up to current standards because each project is below the threshold that would require these improvements. By implementing the cumulative requirement, the loophole is essentially eliminated and these high-risk structures are more often brought up to current flood standards, reducing the flood risk for the structure.

“1 in 5” Rule

The purpose of the “1 in 5” rules is to minimize damage to structures from overland or sheetflow drainage and to aid in creating a path to guide runoff around and away from a structure.

Current Development Standard

The lowest floor elevation shall be a minimum of one foot higher than the finished grade at a distance of five feet from the foundation.

Proposed Development Standard

The lowest floor elevation shall be a minimum of eight inches higher than the highest finished grade elevation next to the walls or foundation of the structure and a minimum of twelve inches higher than the finished grade elevation at a distance of five feet from the foundation of the structure. Structures located six feet or less from a property line shall have their lowest finished floor elevation a minimum of twelve inches higher than the highest finished grade elevation next to the walls or foundation of the structure.

Analysis

The initial development standard modification proposed that the lowest floor elevation be a minimum of twelve inches higher than the highest finished grade elevation next to the walls of the

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foundation of the structure. The current regulation often results in challenges for contractors and staff throughout the building application review process. In many instances, the current 1 in 5 rule is met during early construction of the structure, but upon completion of the final grading and site stabilization (i.e., sodding), the structure no longer complies with the rule. When the 1 in 5 rule is not met at the end of construction, the solutions to meet the requirement are often difficult, sometimes costly, and create a frustrating situation for the customer and staff. The rationale for the change was that fewer grade changes occur at the foundation during construction, thereby reducing the number of incidents of contractors struggling to meet building permit requirements at the time of construction completion. During the presentation of the proposed amendments to Chapter 5 of the Code of Laws to the Tallahassee Builders Association (TBA), staff received feedback on the 1 in 5 rule as originally proposed. Comments from TBA included a concern for the increased construction costs associated with the increased elevation requirements. Several TBA members proposed a compromise where the lowest floor elevation shall be a minimum of eight inches higher than the highest finished grade elevation next to the walls of the foundation of the structure. Staff finds the off-set between the lowest floor and the ground proposed by TBA members, coupled with the existing 1 in 5 rule, will meet the goal of the design standard modification and protect the structure from flood damage.

Development within Leon County has seen an increase in residential subdivisions with small side setbacks and increased impervious areas (e.g., roofs, driveways, etc.) on lots. These situations result in increased runoff with decreased areas for the runoff to soak into the ground or to flow around the structures to a stormwater system. To mitigate the potential conveyance issues between and around structures, structures built within six feet of a property line shall have the lowest floor elevation a minimum of twelve inches higher than the highest finished grade elevation next to the walls of the foundation of the structure.

Critical Facilities

The critical facilities development requirement states that, to the extent feasible, critical facilities should be located outside the 0.2-percent annual chance flood hazard area (500-year floodplain) and the lowest floor elevation of the critical facility shall be to at least the FPE or one foot above the 0.2-percent annual elevation, whichever is higher. Critical facilities are structures that have a high potential for serious bodily harm, extensive property damage, or disruption of vital socioeconomic activities (e.g., health and safety facilities, utilities, government facilities, educational institutions, correctional facilities, etc.).

Analysis

Critical facilities in flood hazard areas pose a high risk to life safety and property damage. Adding the critical facilities development requirement reduces these risks by locating the facilities outside the high flood risk areas to the greatest extent possible. In addition, the adoption of this development requirement will result in increased CRS points for the County.

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Agricultural Structure Variance

The agricultural structures section in the proposed Ordinance is a new section that was added based on recent guidance from FDEM to allow variances from the required minimum floor elevations for agricultural structures that have low damage potential and low risk to public health and safety.

Analysis

This development standard provides a benefit to agricultural operations by offering construction alternatives through the variance process which may result in decreased construction costs.

Stormwater Management Facility Testing

As mentioned, the Board directed staff to include a stormwater management facility testing requirement for all new facilities within the LPN zoning district. This amendment was included in the Floodplain Management Ordinance but amends Section 10-4.303 (Environmental Management Act, Stormwater management design standards) of the LDC. This amendment adds a new paragraph (20) for the design and construction of stormwater management systems.

Stakeholder Outreach

An overview of the proposed Floodplain Management Ordinance was presented to the DSEM Advisory Committee for Quality Growth (ACQG) for their review and recommendation on July 20, 2020. During the presentation, the Committee asked what impact the adoption of the 2020 Florida Building Code (anticipated later this year) would have on the proposed higher regulatory standards. Staff reviewed the proposed changes to the current, 2017 Florida Building Code and found no impacts or necessary revisions to the proposed Floodplain Management Ordinance. The ACQG was supportive of the proposed Ordinance.

On August 3, 2020, an overview of the proposed Floodplain Management Ordinance was presented to the Water Resources Committee (WRC) for their review and recommendation. The WRC had several questions and discussions on some of the specific higher regulatory standards to gain a better understanding of the proposed regulations. The WRC supported the amendments as proposed.

The proposed Floodplain Management Ordinance was also presented to the Science Advisory Committee (SAC) for their review and recommendation on August 7, 2020. During the presentation, SAC members had specific questions to clarify and provide further detail on the specific higher regulatory standards. The SAC was in support of the proposed amendments but was going to review the information further. No additional comments were received from SAC members.

On September 3, 2020, the technical amendments to the Florida Building Code included in an amendment to Chapter 5 of the Code of Laws were presented to the TBA for their review and input. The TBA had questions on the interpretation of specific language used in the technical amendments and as previously mentioned, provided comment and a recommendation on the

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proposed 1 in 5 rule modifications. Based on input from TBA, staff revised the proposed development standard.

Comprehensive Plan Consistency Determination

The proposed Ordinance was reviewed by the Planning Commission at a Public Hearing on September 1, 2020. The Tallahassee-Leon County Planning Department staff conducted a review of the proposed Floodplain Management Ordinance and determined it was consistent with the Tallahassee-Leon County Comprehensive Plan (Attachment #2). The Planning Commission found the proposed Ordinance consistent with the Comprehensive Plan and voted in favor of recommending that the Board of County Commissioners adopt the Ordinance.

Public Notification

Notice of the Public Hearing has been published in accordance with the requirements of Florida Statutes (Attachment #3).

Options:

1. Conduct the first of two required Public Hearings to consider adopting an Ordinance amending Article VIII of Chapter 10 of the Leon County Code of Laws, entitled “Floodplain Management” and also amending Section 10-1.101 entitled “Definitions”, Section 10-4.327 entitled “Topographic alterations”, and Section 10-4.303 entitled “Stormwater management design standards” (Attachment #1) and schedule the second and final Public Hearing for December 8, 2020 at 6:00 p.m.
2. Conduct the first of two required Public Hearings to consider adopting an Ordinance amending Article VIII of Chapter 10 of the Leon County Code of Laws, entitled “Floodplain Management” and also amending Section 10-1.101 entitled “Definitions”, Section 10-4.327 entitled “Topographic alterations”, and Section 10-4.303 entitled “Stormwater management design standards” (Attachment #1) and do not schedule the second and final Public Hearing for December 8, 2020 at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Floodplain Management Ordinance
2. Tallahassee-Leon County Planning Department Consistency Memorandum
3. Notice of Public Hearing

ORDINANCE NO. 20-_____

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY AMENDING THE LEON COUNTY CODE OF ORDINANCES TO AMEND THE LAND DEVELOPMENT CODE, CHAPTER 10, SECTION 10-1.101 DEFINITIONS; TO REPEAL CHAPTER 10 ARTICLE VIII FLOODPLAIN MANAGEMENT AND ADOPT A NEW ARTICLE VIII FLOODPLAIN MANAGEMENT; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; TO AMEND THE LAND DEVELOPMENT CODE, CHAPTER 10, SECTION 10-4.303 STORMWATER MANAGEMENT DESIGN STANDARDS; TO AMEND THE LAND DEVELOPMENT CODE, CHAPTER 10, SECTION 10-4.327 TOPOGRAPHIC ALTERATIONS; AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125 – County Government, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Leon County, and Leon County has identified additional flood hazard areas, and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the Leon County was accepted for participation in the National Flood Insurance Program on December 15, 1982 and the Board of County Commissioners desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Board of County Commissioners has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*.

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

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. This ordinance amends Land Development Code Chapter 10, Article I In General, Sec. 10-1.101 Definitions as follows:

~~*Area of shallow flooding* shall mean a designated AO zone on the flood insurance rate maps.~~

~~*Area of special flood hazard* shall mean land designated on the flood insurance rate maps which is subject to a one percent or greater chance of flooding in any given year.~~

~~*Base flood elevation* shall mean the flood elevation having a one percent chance of being equaled or exceeded in any given year, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).~~

~~*Flood boundary and floodway map* shall mean the maps prepared by the Federal Emergency Management Agency delineating flood boundaries and floodways. Such maps are referred to as FBFM's in Article VIII.~~

~~*Flood hazard boundary map* shall mean the maps prepared by the U.S. Department of Housing and Urban Development, Federal Insurance Administration, designating special flood hazard areas. Such maps are referred to as FHBM's in Article VIII.~~

~~*Flood insurance rate map* shall mean the maps prepared by the Federal Emergency Management Agency delineating areas of special flood hazard and risk premium zones. Such maps are referred to as FIRM's in Article VIII.~~

~~*Flood insurance study* shall mean the document provided by the Federal Insurance Administration or Federal Emergency Management Agency containing flood profiles and delineating floodway elevations and regulatory floodways within the geographic area regulated by article VIII.~~

~~*Flood protection elevation* means an elevation to which mitigation methods are utilized to reduce potential flood damages, as defined in Article 8, determined by either subsection (1), (2), (3), or (4) where a parcel is located in or adjacent to a drainage area subject to flooding, and for all parcels regardless of their location, subsection (5) as set forth below:~~

- ~~(1) Where no base flood elevation has been determined by an engineering study or can not accurately be determined due to the lack of essential engineering data, three feet above the highest reasonably anticipated or historically recorded elevation of surface water in the drainage area where the development activity is to take place; or~~
- ~~(2) Where a less than fully developed upstream watershed was determined and a base flood elevation was then determined either by an engineering study or by determining the depth of the discharge/flow over a natural topographic saddle, three feet above the level of the~~

base flood elevation in the drainage area where the development activity is to take place;
or

(3) ~~Where a fully developed upstream watershed was determined and a base flood elevation was then determined either by an engineering study or by determining the depth of the discharge/flow over a natural topographic saddle, one and one half feet above the level of the base flood elevation in the drainage area where the development activity is to take place; or~~

(4) ~~When a depth number is specified for flood hazard areas designated on the flood insurance rate map as zone AO, the lowest floor, including basement, shall be elevated to at least as many feet as the depth number above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to no less than two feet above the highest adjacent grade; and~~

(5) ~~In order to prevent flood damage due to overland sheet flow, a minimum of one foot higher than the finished grade elevation at a distance of five feet from the foundation for detached single family, duplex, triplex and quadraplex structures, except that garages and basements shall be protected in accordance with subsection 10-8.301(k). If this minimum is lower than any of the flood protection elevations specified in [subsections] (1), (2), (3) and (4) above, then the highest flood protection elevation shall apply. An exception to this one foot minimum requirement can be granted if it is demonstrated to the satisfaction of the county administrator or designee that no adverse flooding impacts will occur to the structure.~~

Floodproofing shall mean any combination of structural and nonstructural additions, changes or alterations to properties and structures which reduces or eliminates flood damage to lands, water and sanitary facilities, structures and contents of buildings.

Floodway shall mean the channel of a river or other riverine, stream, or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood, without cumulatively increasing the water surface elevation more than one (1) foot of the floodway, including but not limited to FEMA delineated floodways. The floodway is further defined as the area left in a channel after the overbank area is reduced until the water level is raised no more than one foot. The reduction must create equal conveyance loss on each side.

Floodway fringe shall mean all that land in a floodplain not lying within a delineated floodway. Land within a floodway fringe is subject to inundation by relatively low velocity flows and shallow water depths.

Manufactured home shall mean any structure to be used as a dwelling unit constructed to the Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development (24 CFR §3280), or as such standards may be amended; and which are transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." ~~built in~~

1 the controlled environment of a manufacturing plant and are transported in one or more sections
2 on a permanent chassis.

3
4 ***

5 ~~New construction shall mean structures for which the start of construction commenced on or~~
6 ~~after December 13, 1982.~~

7
8 ***

9 *One-hundred year floodplain* shall mean any land which is subject to a one percent or greater
10 chance of flooding in any given year, whether or not such land is designated as a flood hazard area
11 by the Federal Insurance Administration or the Federal Emergency Management Agency.

12
13 ***

14 Park model. See Park trailer.

15
16 Park trailer shall mean a transportable unit which has a body width not exceeding fourteen
17 (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary
18 living quarters when connected to utilities necessary for operation of installed fixtures and
19 appliances.

20
21 ***

22 *Recreation vehicle* shall mean a ~~camper, trailer, travel trailer, pickup camper, bus, or other~~
23 ~~vehicle with or without motor power, designed and constructed to travel on public~~
24 ~~thoroughfares without special permit in accordance with the provisions of F.S. ch. 316.~~
25 vehicle, including a park trailer, which is: [See section 320.01, F.S.]

- 26 (1) Built on a single chassis;
27 (2) Four hundred (400) square feet or less when measured at the largest horizontal
28 projection;
29 (3) Designed to be self-propelled or designed to be towed by a non-commercial vehicle;
30 (4) Designed primarily not for use as a permanent dwelling but as a temporary living
31 quarters for recreational, camping, travel, or seasonal use; and
32 (5) Recreational Vehicles may only be permitted connection to utilities and may only be
33 used as temporary living quarters within an approved RV park.

34
35 ***

36 *Repetitive loss* means flood related damage sustained by a structure on two separate occasions
37 during a ten-year period for which the cost of repairs at the time of each such flood event, on the
38 average, equals or exceeds 25 percent of the market value of the structure before the damage
39 occurred.

40
41 ***

42 *Start of construction* includes substantial improvement, and shall mean the date the building
43 permit was issued, provided the actual start of construction, repair, reconstruction, or improvement
44 was within 180 days of the permit date. The actual start means the first placement of permanent

1 construction of a structure (including a manufactured home) on a site, such as the pouring of slabs
2 or footings, installation of piles, construction of columns, or any work, beyond the stage of
3 excavation or the placement of a manufactured home on a foundation. Permanent construction
4 does not include land preparation, such as clearing, grading and filling; nor does it include the
5 installation of streets and/or walkways; nor does it include excavation for a basement, footings,
6 pier, or foundation or the erection of temporary forms; nor does it include the installation on the
7 property of accessory ~~buildings~~ structures, such as garages or sheds not occupied as dwelling units
8 or not part of the main structure. For a substantial improvement, the actual "start of construction"
9 means the first alteration of any wall, ceiling, floor or other structural part of a building, whether
10 or not that alteration affects the external dimensions of the building.

11 ***

12
13 ~~Substantial damage means damage of any origin sustained by a structure whereby the cost of~~
14 ~~restoring the structure to its before damaged condition would equal or exceed 50 percent of the~~
15 ~~market value of the structure before the damage occurred. This term also includes "repetitive loss"~~
16 ~~structures as defined herein.~~

17 ***

18
19 ~~Substantial improvement shall mean any reconstruction, rehabilitation, addition, or other~~
20 ~~improvement of a structure, the cumulative cost of which equals or exceeds 50 percent of the~~
21 ~~market value of the structure before the "start of construction" of the improvement. This term~~
22 ~~includes structures that have incurred "substantial damage" regardless of the actual repair work~~
23 ~~performed. This term does not, however, include any repair or improvement of a structure to~~
24 ~~correct existing violations of State of Florida or local health, sanitary, or safety code specifications,~~
25 ~~which have been identified by the local code enforcement official prior to the application for permit~~
26 ~~for improvement, and which are the minimum necessary to assure safe living conditions. This term~~
27 ~~does not include any alteration of a historic structure, provided that the alteration will not preclude~~
28 ~~the structure's continued designation as a historic structure.~~

31 **SECTION 3. This ordinance specifically repeals and replaces Land Development Code** 32 **Chapter 10, Article VIII Floodplain Management:**

34 **ARTICLE VIII. – FLOODPLAIN MANAGEMENT**

36 **DIVISION 1. - ADMINISTRATION**

38 **Sec. 10-8.101. General.**

- 39
- 40 (a) **Title.** These regulations shall be known as the *Floodplain Management Ordinance* of Leon
41 County, hereinafter referred to as "this article."
42
- 43 (b) **Scope.** The provisions of this article shall apply to all development that is wholly within, in
44 close proximity to, or partially within any flood hazard area, including but not limited to the
45 subdivision of land; filling, grading, and other site improvements and utility installations;
46 construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation

or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development. Where specified, certain provisions apply in all areas of the County.

(c) **Intent.** The purposes of this article and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

(d) **Coordination with the *Florida Building Code*.** This article is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

(e) **Warning.** The degree of flood protection required by this article and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. It is specifically recognized that there are areas that flood or are floodprone which are not designated on Flood Insurance Rate Maps. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of

vested use, existing use, or future use is implied or expressed by compliance with this article.

- (f) **Disclaimer of Liability.** This article shall not create liability on the part of the Board of County Commissioners of Leon County or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

Sec. 10-8.102. Definitions.

As stated in section 10-1.101, the definitions in section 10-1.101 apply to this article. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Agricultural structure shall mean a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

Alteration of a watercourse shall mean a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ASCE 24 shall mean a standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Basement shall, for the purposes of this article, mean the portion of a building having its floor subgrade (below ground level) on all sides.

Critical facility shall mean a structure or other improvement that, because of its function, size, service area, or uniqueness, has the potential to cause serious bodily harm, extensive property damage, or disruption of vital socioeconomic activities if it is destroyed or damaged or if its functionality is impaired. Critical facilities include health and safety facilities, utilities, government facilities, hazardous materials facilities, and those listed as Flood Design Class 3 and Flood Design Class 4 in ASCE 24.

Declaration of Land Restriction (Non-conversion Agreement) shall mean a form provided by the Floodplain Administrator to be signed by the owner(s) and recorded on the property deed in the Official Records of the Clerk of Courts of Leon County, Florida, stating the owner(s) agree not to convert or modify the structure in any manner that is inconsistent with the terms of the building permit and this article and stating the owner(s) consent to inspections of the enclosed area to ensure compliance, upon prior notice of at least 72 hours by Leon County.

Design flood shall mean the flood associated with the greater of the following two areas:

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year;
or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation shall mean the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet.

Development shall, for the purposes of this article, mean any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment shall, for the purposes of this article, mean the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and *existing structure* shall mean any buildings and structures for which the "start of construction" commenced before December 15, 1982.

Federal Emergency Management Agency (FEMA) shall mean the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding shall mean a general and temporary condition of partial or complete inundation of normally dry land from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials shall mean any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area shall mean the greater of the following two areas:

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM) shall mean the official map of the community on which

the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) shall mean the official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Flood protection elevation shall mean the elevation used to regulate structures and other development activities within flood hazard areas and in close proximity to flood hazard areas and shall be:

- (1) Three (3) feet above the base flood elevation or surface water elevation associated with a flood hazard area, whichever is higher, for all mechanical, plumbing, and electrical systems; and
- (2) Three (3) feet above the base flood elevation or surface water elevation associated with a flood hazard area, whichever is higher; or
- (3) One (1) foot above the base flood elevation or surface water elevation associated with a flood hazard area, whichever is higher, for accessory structures that are unfinished and less than or equal to 600 square feet in area.

Floodway encroachment analysis shall mean an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Functionally dependent use shall mean a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade shall mean the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure shall mean any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC) shall mean an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (1) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood

1 hazard area.

- 2 (2) Letter of Map Revision (LOMR): A revision based on technical data that may show
3 changes to flood zones, flood elevations, special flood hazard area boundaries and
4 floodway delineations, and other planimetric features.
- 5 (3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or
6 parcel of land has been elevated by fill above the base flood elevation and is, therefore,
7 no longer located within the special flood hazard area. In order to qualify for this
8 determination, the fill must have been permitted and placed in accordance with the
9 community's floodplain management regulations.
- 10 (4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to
11 whether a proposed flood protection project or other project complies with the
12 minimum NFIP requirements for such projects with respect to delineation of special
13 flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map
14 or Flood Insurance Study; upon submission and approval of certified as-built
15 documentation, a Letter of Map Revision may be issued by FEMA to revise the
16 effective FIRM.

17
18 *Lowest floor* shall mean the lowest floor of the lowest enclosed area of a building or structure,
19 including basement, but excluding any unfinished or flood-resistant enclosure, other than a
20 basement, usable solely for vehicle parking, building access or limited storage provided that such
21 enclosure is not built so as to render the structure in violation of the non-elevation requirements of
22 the *Florida Building Code* or ASCE 24.

23
24 *Manufactured home park or subdivision* shall mean a parcel (or contiguous parcels) of land
25 divided into two or more manufactured home lots for rent or sale.

26
27 *Market value* shall mean the price at which a property will change hands between a willing
28 buyer and a willing seller, neither party being under compulsion to buy or sell and both having
29 reasonable knowledge of relevant facts. As used in this article, the term refers to the market value
30 of buildings and structures, excluding the land and other improvements on the parcel. Market value
31 may be established by a qualified independent appraiser, Actual Cash Value (replacement cost
32 depreciated for age and quality of construction), or tax assessment value adjusted to approximate
33 market value by a factor provided by the Property Appraiser.

34
35 *New construction* shall, for the purposes of administration of this article and the flood resistant
36 construction requirements of the *Florida Building Code*, mean structures for which the "start of
37 construction" commenced on or after December 15, 1982 and includes any subsequent
38 improvements to such structures.

39
40 *New manufactured home park or subdivision* shall mean a manufactured home park or
41 subdivision for which the construction of facilities for servicing the lots on which the manufactured
42 homes are to be affixed (including at a minimum, the installation of utilities, the construction of
43 streets, and either final site grading or the pouring of concrete pads) is completed on or after
44 December 15, 1982.

1 *Special flood hazard area* shall mean an area in the floodplain subject to a 1 percent or greater
2 chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A,
3 AO, A1-A30, AE, A99, AH, V1-V30, VE or V.
4

5 *Substantial damage* shall mean damage of any origin sustained by a building or structure
6 whereby the cost of restoring the building or structure to its before-damaged condition would equal
7 or exceed 50 percent of the market value of the building or structure before the damage occurred.
8 The term also includes flood-related damage sustained by a building or structure on two separate
9 occasions during a ten (10) year period for which the cost of repairs at the time of each such flood
10 event, on average, equals or exceeds 25 percent of the market value of the structure before the
11 damage occurred.
12

13 *Substantial improvement* shall mean any combination of repair, reconstruction, rehabilitation,
14 alteration, addition, or other improvement of a building or structure taking place during a ten (10)
15 year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the
16 building or structure before the improvement or repair is started. The period of accumulation
17 begins when the first improvement or repair of each building is permitted subsequent to
18 January 1, 2021. If the structure has incurred "substantial damage," any repairs are considered
19 substantial improvement regardless of the actual repair work performed. The term does not,
20 however, include either:

- 21 (1) Any project for improvement of a building required to correct existing health, sanitary,
22 or safety code violations identified by the building official and that are the minimum
23 necessary to assure safe living conditions.
- 24 (2) Any alteration of a historic structure provided the alteration will not preclude the
25 structure's continued designation as a historic structure.
26

27 *Watercourse* shall, for the purposes of this article, mean a river, creek, stream, channel or
28 other topographic feature in, on, through, or over which water flows at least periodically.
29

30 **Sec. 10-8.103. Applicability.**

- 31
- 32 (a) **General.** Where there is a conflict between a general requirement and a specific requirement,
33 the specific requirement shall be applicable.
34
- 35 (b) **Areas to which this article applies.** This article shall apply to all flood hazard areas,
36 including areas in close proximity to flood hazard areas within the unincorporated Leon
37 County, as established in Section 10-8.103(c) of this article.
38
- 39 (c) **Basis for establishing flood hazard areas.** The following shall serve as the minimum basis
40 for establishing flood hazard areas and areas in close proximity to flood hazard areas and are
41 adopted by reference as a part of this article. Studies and maps that establish flood hazard
42 areas are on file at the Leon County Development Support & Environmental Management,
43 Renaissance Center, 2nd Floor; 435 North Macomb Street; Tallahassee, Florida 32301.
- 44 (1) The Flood Insurance Study for Leon County, Florida and Incorporated Areas dated
45 August 18, 2009, and all subsequent amendments and revisions, and the accompanying

Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps.

(2) Areas defined through standard engineering analysis for private developments or by governmental agencies, but which have not yet been incorporated in the FIRM.

(3) The highest reasonably anticipated or historically recorded elevation of surface water determined based on County data, where a base flood elevation has not been determined by an engineering study and where a base flood elevation cannot accurately be determined due to the lack of essential engineering data.

(4) The area of inundation upstream of a depth of discharge/flow over a natural topographic saddle.

(d) Submission of additional data to establish flood hazard areas. To establish flood hazard areas, areas in close proximity to flood hazard areas, and base flood elevations, pursuant to Section 10-8.106 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the *Florida Building Code*.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(e) Other laws. The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

(f) Abrogation and greater restrictions. This article supersedes any article in effect for management of development in flood hazard areas and areas in close proximity to flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

(g) Interpretation. In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 10-8.104. Duties and Powers of the Floodplain Administrator.

- 1 (a) **Designation.** The County Administrator is designated as the Floodplain Administrator. The
2 Floodplain Administrator may delegate performance of certain duties to other employees.
3
- 4 (b) **General.** The Floodplain Administrator is authorized and directed to administer and enforce
5 the provisions of this article. The Floodplain Administrator shall have the authority to render
6 interpretations of this article consistent with the intent and purpose of this article and may
7 establish policies and procedures in order to clarify the application of its provisions. Such
8 interpretations, policies, and procedures shall not have the effect of waiving requirements
9 specifically provided in this article without the granting of a variance pursuant to Section 10-
10 8.108 of this article.
11
- 12 (c) **Applications and permits.** The Floodplain Administrator, in coordination with other
13 pertinent offices of the community, shall:
- 14 (1) Review applications and plans to determine whether proposed new development will
15 be located in flood hazard areas and in areas in close proximity to flood hazard areas;
16 (2) Review applications for modification of any existing development in flood hazard areas
17 and in areas in close proximity to flood hazard areas for compliance with the
18 requirements of this article;
19 (3) Interpret flood hazard area boundaries where such interpretation is necessary to
20 determine the exact location of boundaries and identify areas in close proximity to
21 flood hazard areas; a person contesting the determination shall have the opportunity to
22 appeal the interpretation;
23 (4) Provide available flood elevation and flood hazard information;
24 (5) Determine whether additional flood hazard data shall be obtained from other sources
25 or shall be developed by an applicant;
26 (6) Review applications to determine whether proposed development will be reasonably
27 safe from flooding;
28 (7) Issue development orders for development other than buildings and structures that are
29 subject to the *Florida Building Code*, including buildings, structures and facilities
30 exempt from the *Florida Building Code*, when compliance with this article is
31 demonstrated, or disapprove the same in the event of noncompliance; and
32 (8) Coordinate with and provide comments to the Building Official to assure that
33 applications, plan reviews, and inspections for buildings and structures in flood hazard
34 areas and in areas in close proximity to flood hazard areas comply with the applicable
35 provisions of this article.
36
- 37 (d) **Substantial improvement and substantial damage determinations.** For applications for
38 building permits to improve buildings and structures, including alterations, movement,
39 enlargement, replacement, repair, change of occupancy, additions, rehabilitations,
40 renovations, substantial improvements, repairs of substantial damage, and any other
41 improvement of or work on such buildings and structures, the Floodplain Administrator, in
42 coordination with the Building Official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of “substantial improvement”; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of “substantial damage”; and
 - (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this article is required.
- (e) **Modifications of the strict application of the requirements of the *Florida Building Code*.** The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 10-8.108 of this article.
- (f) **Inspections.** The Floodplain Administrator shall make the required inspections as specified in Section 10-8.107 of this article for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator may inspect flood hazard areas and areas in close proximity to flood hazard areas to determine if development is undertaken without issuance of a permit.
- (g) **Other duties of the Floodplain Administrator.** The Floodplain Administrator shall have other duties, including but not limited to:
- (1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 10-8.104(d) of this article;
 - (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood

elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by this article and the *Florida Building Code* to determine that such certifications and documentations are complete; and

(5) Notify the Federal Emergency Management Agency of corporate boundary changes when such changes include special flood hazard areas.

(h) **Floodplain management records.** Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at the Leon County Development Support & Environmental Management, Renaissance Center, 2nd Floor; 435 North Macomb Street; Tallahassee, Florida 32301.

Sec. 10-8.105. Permits.

(a) **Permits required.** Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area or in close proximity to flood hazard areas, shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

(b) **Development orders.** Development orders shall be issued pursuant to this article for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*.

(c) **Buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), development orders shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this article:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

(d) **Application for a permit or approval.** To obtain a development order the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the development order.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in Section 10-8.106 of this article.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the Floodplain Administrator.
- (8) A signed Declarations of Land Restriction (Non-conversion Agreement) shall be recorded on the property deed in the Official Records of the Clerk of Courts of Leon County, Florida prior to issuance of the Certificate of Occupancy or Certificate of Completion for the following:
 - a. Any enclosure below an elevated building, including crawl/underfloor spaces.
 - b. An accessory structure with a floor elevation below the flood protection elevation.

- 1 c. A garage with a floor elevation below the flood protection elevation.
- 2
- 3 (e) **Flood letter certification for certain construction.** Every application for a development
4 order for new construction shall be accompanied by a Flood Letter Certification form
5 provided by the County, unless otherwise determined by the Floodplain Administrator as not
6 necessary for evaluation of the application. The completed Certification shall establish any
7 applicable base flood elevations, surface water elevations associated with flood hazard areas,
8 and flood protection elevations. The Certification must be dated, signed and sealed by a
9 professional civil engineer licensed in the state in accordance with
10 61G15-23.002 F.A.C. Certifications older than five years may not be accepted.
- 11
- 12 (f) **Flood indemnification.** All applicants for development orders pertaining to any parcel on
13 which a structure will be constructed, erected, installed, or placed partially or wholly within
14 a flood hazard area, or on which any part of a vehicular use area will be partially or wholly
15 within the flood hazard area, as determined by a flood letter certification form prepared in
16 accordance with Section 10-8.105(e), or as otherwise determined by the County
17 Administrator or designee, must comply with the following requirements unless exempt
18 therefrom below:
- 19 (1) The applicant must obtain from every owner of such parcel a duly executed and
20 recorded waiver in a form approved by the County Administrator or designee waiving
21 any and all future claims against the County for any damages to the proposed structure,
22 and/or to any personal property contained within it, arising from or out of the flooding
23 of such parcel; provided, however, that such waiver shall not be applicable to damage
24 claims from any flooding resulting from or otherwise caused by, the negligent acts or
25 omissions of the County. Furthermore, the waiver shall include the acknowledgment
26 and agreement to not seek any relief from such flooding under the County's flooded
27 property acquisition and management program nor from any other such disaster relief
28 programs funded by the County, unless such relief to the applicant is otherwise
29 approved by the board.
- 30 (2) If the development order includes a permit for the erection of a manufactured home
31 owned by someone other than the owner of such parcel, the applicant shall also obtain
32 from every owner of such manufactured home a duly executed waiver in a form
33 approved by the County Administrator or designee waiving any and all future claims
34 against the County for damages to the proposed manufactured home, and/or to any
35 personal property contained within it, arising from or out of the flooding of such parcel;
36 provided, however, that such waiver shall not be applicable to damage claims from any
37 flooding resulting from, or otherwise caused by, the negligent acts or omissions of the
38 County. Furthermore, the waiver shall include the acknowledgment and agreement to
39 not seek any relief from such flooding under the County's flooded property acquisition
40 and management program nor from any other such disaster relief programs funded by
41 the County, unless such relief to the applicant is otherwise approved by the board.
- 42 (3) If the County's geographical information system (GIS) contour data is used to
43 approximate the flood hazard area location instead of survey data, then the waiver will
44 be required if the location of a proposed structure or manufactured home, or any part
45 of a proposed vehicular use area, is within 20 feet of the flood hazard area delineated

1 by using the contour data, unless determined otherwise by the County Administrator
2 or designee.

- 3 (4) An exemption to all of the requirements of subsection (f) may be granted by the County
4 Administrator or designee if it is satisfactorily demonstrated that no adverse flooding
5 impacts will occur to the structure and the vehicular use area will allow for continuous
6 access to the structure.

7
8 (g) **Validity of permit or approval.** The issuance of a development order pursuant to this article
9 shall not be construed to be a permit for, or approval of, any violation of this article, the
10 *Florida Building Codes*, or any other article of this community. The issuance of development
11 orders based on submitted applications, construction documents, and information shall not
12 prevent the Floodplain Administrator from requiring the correction of errors and omissions.

13
14 (h) **Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke
15 a development order or Environmental Management Permit if:

- 16 (1) The approval was issued in error, on the basis of incorrect, inaccurate or incomplete
17 information, or in violation of this article or any other article, regulation or requirement
18 of this community. Revocation of a permit may be grounds for issuance of a stop work
19 order prohibiting continued construction.

- 20 (2) Work authorized by an Environmental Management Permit but that has not been
21 started and where FEMA has issued a Letter of Final Determination for revision of the
22 Flood Insurance Study and Flood Insurance Rate Maps and such revision affects the
23 flood hazard area delineations or base flood elevations affecting the site.

24
25 (i) **Other permits required.** Development orders for development in flood hazard areas and
26 areas in close proximity to flood hazard areas shall include a condition that all other
27 applicable state or federal permits be obtained before commencement of the permitted
28 development, including but not limited to the following:

- 29 (1) The Northwest Florida Water Management District; section 373.036, F.S.
30 (2) Florida Department of Health for onsite sewage treatment and disposal systems;
31 section 381.0065, F.S. and Chapter 64E-6, F.A.C.
32 (3) Florida Department of Environmental Protection for activities subject to the Joint
33 Coastal Permit; section 161.055, F.S.
34 (4) Florida Department of Environmental Protection for activities that affect wetlands and
35 alter surface water flows, in conjunction with the U.S. Army Corps of Engineers;
36 Section 404 of the Clean Water Act.
37 (5) Federal permits and approvals.

38
39 **Sec. 10-8.106. Site Plans and Construction Documents.**

40
41 (a) **Information for development in flood hazard areas.** The site plan, construction
42 documents, and Environmental Management Permits, where required, for any development
43 subject to the requirements of this article shall be drawn to scale and shall include, as

applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), surface water elevations associated with flood hazard areas, and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 10-8.106(b) of this article.
- (3) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
- (4) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (5) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (6) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

(b) Requirements for information in flood hazard areas without base flood elevations (approximate Zone A) and areas in close proximity to such flood hazard areas. Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, and in areas in close proximity to such flood hazard areas, the Floodplain Administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(c) Submissions for alteration of flood hazard areas. In the alteration of flood hazard areas, where a development encompasses a portion of any special flood hazard area and requires the placement of fill, excavation, dredging or otherwise alters the physical condition of the floodplain, the following information, certified by a licensed professional engineer, shall be

submitted to the County unless determined by the Floodplain Administrator not necessary for evaluation of the application:

- (1) Typical cross-section of the existing and proposed channel and special cross-sections of the areas depicting the floodway and floodplain boundary.
- (2) Plan view of the channel showing the location of all features affecting the flow.
- (3) Hydrographs, flood-routing calculations and step-backwater profiles of the proposed waterway corresponding to a storm recurrence interval of 100 years.
- (4) Engineering evaluation of all potential increases in flood hazards to the adjacent upstream and downstream private or public lands and facilities located thereon.
- (5) Provisions for eliminating any and all adverse impacts on such lands and facilities at no public cost.
- (6) Plans for compliance with sections 10-4.301 through 10-4.329.

(d) Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 10-8.106(e) of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse in a mapped special flood hazard area, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 10-8.106(e) of this article.

(e) Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant

1 has the right to seek a Letter of Map Change from FEMA to change the base flood elevations,
2 change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs,
3 and to submit such data to FEMA for such purposes. The analyses shall be prepared by a
4 Florida licensed engineer in a format required by FEMA. Submittal requirements and
5 processing fees shall be the responsibility of the applicant.

6
7 **Sec. 10-8.107. Inspection.**
8

- 9 (a) **General.** Development for which a development order is required shall be subject to
10 inspection.
11
- 12 (b) **Development other than buildings and structures.** The Floodplain Administrator shall
13 inspect all development to determine compliance with the requirements of this article and
14 the conditions of issued development orders.
15
- 16 (c) **Buildings, structures and facilities exempt from the *Florida Building Code*.** The
17 Floodplain Administrator shall inspect buildings, structures and facilities exempt from the
18 *Florida Building Code* to determine compliance with the requirements of this article and the
19 conditions of issued development orders.
20
- 21 (d) **Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor**
22 **inspection.** Upon placement of the lowest floor, including basement, and prior to further
23 vertical construction, the owner of a building, structure or facility exempt from the *Florida*
24 *Building Code*, or the owner's authorized agent, shall submit to the Floodplain
25 Administrator:
- 26 (1) If a design flood elevation was used to determine the required elevation of the lowest
27 floor, the certification of elevation of the lowest floor prepared and sealed by a Florida
28 licensed professional surveyor; or
- 29 (2) If the elevation used to determine the required elevation of the lowest floor was
30 determined in accordance with Section 10-8.106(b) of this article, the documentation
31 of height of the lowest floor above highest adjacent grade, prepared by the owner or
32 the owner's authorized agent.
33
- 34 (e) **Buildings, structures and facilities exempt from the *Florida Building Code*, final**
35 **inspection.** As part of the final inspection, the owner or owner's authorized agent shall
36 submit to the Floodplain Administrator a final certification of elevation of the lowest floor
37 or final documentation of the height of the lowest floor above the highest adjacent grade;
38 such certifications and documentations shall be prepared as specified in Section 10-8.107(d)
39 of this article.
40
- 41 (f) **Manufactured homes.** The Floodplain Administrator shall inspect manufactured homes that
42 are installed or replaced in flood hazard areas and areas in close proximity to flood hazard
43 areas, to determine compliance with the requirements of this article and the conditions of the
44 issued order. Upon placement of a manufactured home, certification of the elevation of the
45 lowest floor shall be submitted to the Floodplain Administrator.
46

Sec. 10-8.108. Variances and Appeals.

- (a) **Variances and appeals; general.** In accordance with the procedures and limitations in LDC Article II, Division 3, the board of adjustment and appeals shall hear and decide on requests for variances from the strict application of this article, except requests for variances for historic buildings may be decided by the Floodplain Administrator. Pursuant to section 553.73(5), F.S., the board of adjustment and appeals shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*.
- (b) **Limitations on authority to grant variances.** The board of adjustment and appeals shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 10-8.108(f) of this article, the conditions of issuance set forth in Section 10-8.108(h) of this article, and the comments and recommendations of the Floodplain Administrator and the Building Official. The board of adjustment and appeals has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.
- (c) **Restrictions in floodways.** A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 10-8.106(d) of this article.
- (d) **Historic buildings.** A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.
- (e) **Functionally dependent uses.** A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of Section 10-8.108(c), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (f) **Considerations for issuance of variances.** In reviewing requests for variances, the board of adjustment and appeals shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this article, and the following:
- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - (2) The danger to life and property due to flooding or erosion damage;

- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(g) **Agricultural structures.** A variance is authorized to be issued for the construction or substantial improvement of agricultural structures provided the requirements of this section are satisfied and:

- (1) A determination has been made that the proposed agricultural structure:
 - a. Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
 - b. Has low damage potential (amount of physical damage, contents damage, and loss of function).
 - c. Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.
 - d. Complies with the wet floodproofing construction requirements of paragraph (2), below.
- (2) Wet floodproofing construction requirements.
 - a. Anchored to resist flotation, collapse, and lateral movement.
 - b. When enclosed by walls, walls have flood openings that comply with the flood opening requirements of ASCE 24, Chapter 2.

- c. Flood damage-resistant materials are used below the flood protection elevation.
 - d. Mechanical, electrical, and utility equipment, including plumbing fixtures, are elevated above the flood protection elevation.
- (h) **Conditions for issuance of variances.** Variances shall be issued only upon:
- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
 - (2) Determination by the board of adjustment and appeals that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
 - (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, retention of a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 10-8.109. Violations.

- (a) **Violations.** Any development that is not within the scope of the *Florida Building Code* but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.
- (b) **Authority.** For development that is not within the scope of the *Florida Building Code* but that is regulated by this article and that is determined to be a violation, the Floodplain

Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

- (c) **Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Sec. 10-8.110—8.115. Reserved.

DIVISION 2 FLOOD RESISTANT DEVELOPMENT

Sec. 10-8.116. Buildings and Structures.

- (a) **Flood protection elevation.** All new construction and substantial improvements located within, or in close proximity to, flood hazard areas shall be protected to the flood protection elevation in accordance with the requirements of this article and Chapter 5 of the Leon County Code of Laws.
- (b) **Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to Section 10-8.105(c) of this article, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 10-8.122 of this article.
- (c) **Sheetflow drainage protection.** In all areas of the County regardless of their location relative to flood hazard areas, the following flood protection measures are required:
- (1) All building permits shall be accompanied by a site plan that accounts for street flooding and runoff from and onto adjacent properties and protects the structures from these flows and overland sheetflows.
 - (2) To minimize flood damage due to overland sheetflow, the top surface of floor systems and concrete floors (lowest finished floors) shall be elevated to a minimum of eight (8) inches higher than the highest finished grade elevation next to the walls or foundation of the structure and a minimum of twelve (12) inches higher than the finished grade elevation at a distance of five (5) feet from the foundation of the structure. Structures located twelve (12) feet or less from the property line shall have their lowest finished floor elevation a minimum of twelve (12) inches higher than the highest finished grade elevation next to the walls or foundation of the structure. An exception to this requirement may be granted if it is demonstrated to the satisfaction of the County Administrator or designee that no adverse flooding impacts will occur.
 - (3) All sites shall be graded to provide adequate drainage paths around structures to divert

overland sheetflow around and away from the structures.

- (4) Sites shall be graded to prevent overland sheetflow from entering garages, basements, screen rooms, and other enclosed areas.

(d) Accessory structures. Accessory structures that are one-story, unfinished, and used only for parking or storage are permitted below the flood protection elevation as follows:

- (1) Accessory structures that are greater than 600 square feet in area are permitted below the flood protection elevation provided the floor of the structure is at or above the base flood elevation or the surface water elevation associated with a flood hazard area, whichever is higher, and comply with the wet floodproofing construction requirements in paragraph (3).

- (2) Accessory structures that are less than or equal to 600 square feet in area are permitted at grade, provided the accessory structures comply with the wet floodproofing construction requirements in paragraph (3).

- (3) Wet floodproofing construction requirements:

- a. Have flood openings in accordance with Section R322.2 of the *Florida Building Code, Residential*.
- b. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- c. Have flood damage-resistant materials used below the flood protection elevation.
- d. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to at or above the flood protection elevation.

(e) Critical facilities. New critical facilities shall, to the extent feasible, be located outside of the special flood hazard area and outside of the 0.2 percent annual chance flood hazard area (500-year floodplain). If documentation is provided that feasible sites outside of the special flood hazard that satisfy the objectives of a proposed critical facility are not available, then the critical facility shall:

- (1) Have the lowest floor elevated or protected to at least the flood protection elevation, the 500-year flood elevation plus one (1) foot, or the elevation required by ASCE 24, whichever is higher;
- (2) Have floodproofing and sealing measures taken to ensure that toxic substances will not be displaced by or released into floodwaters; and
- (3) Have access routes elevated to or above the base flood elevation shall to the maximum extent possible.

Sec. 10-8.117. Subdivisions.

(a) Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be

reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards, including grading to prevent sheetflow from entering garages and enclosures below elevated buildings; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) **Subdivision plats.** Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area or in close proximity to flood hazard areas, the following shall be required:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats; and

(2) Compliance with the site improvement and utilities requirements of Section 10-8.118 of this article.

(c) **Manufactured home parks and subdivisions; evacuation plans.** Evacuation plans for manufactured home parks and subdivisions with sites in flood hazard areas shall file plans indicating alternative vehicular access and escape routes with the County Division of Emergency Management.

Sec. 10-8.118. Site Improvements, Utilities, and Limitations.

(a) **Minimum requirements.** All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards, including grading to prevent sheetflow from entering garages and enclosures below elevated buildings; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) **Sanitary sewage facilities.** All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(c) **Water supply facilities.** All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and

ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

- (d) **Limitations on sites in regulatory floodways.** Residential buildings shall not be permitted in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 10-8.106(d)(1) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
- (e) **Limitations on placement of fill.** Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

Sec. 10-8.119. Manufactured Homes.

- (a) **General.** All manufactured homes installed in flood hazard areas or in close proximity to flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article.
- (b) **Foundations.** All new manufactured homes and replacement manufactured homes installed in flood hazard areas or in close proximity to flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this article.
- (c) **Anchoring.** All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- (d) **Elevation requirements.** All manufactured homes that are placed, replaced, or substantially improved on sites located in flood hazard areas or in close proximity to flood hazard areas shall be elevated such that the lowest floor is at or above the flood protection elevation.
- (e) **Enclosures.** Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 for such enclosed areas.
- (f) **Utility equipment.** Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322 and shall be elevated to or above the flood protection elevation.

Sec. 10-8.120. Recreational Vehicles and Park Trailers.

(a) **Temporary placement.** Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park trailer is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(b) **Permanent placement.** Recreational vehicles and park trailers that do not meet the limitations in Section 10-8.120(a) of this article for temporary placement shall meet the requirements of Section 10-8.119 of this article for manufactured homes.

Sec. 10-8.121. Tanks.

(a) **Underground tanks.** Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(b) **Above-ground tanks, not elevated.** Above-ground tanks that do not meet the elevation requirements of Section 10-8.121(c) of this article shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(c) **Above-ground tanks, elevated.** Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(d) **Tank inlets and vents.** Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 10-8.122. Other Development.

(a) **General requirements for other development.** All development, including man-made

changes to improved or unimproved real estate for which specific provisions are not specified in this article or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
 - (2) Meet the limitations of Section 10-8.118(d) of this article if located in a regulated floodway;
 - (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - (4) Be constructed of flood damage-resistant materials; and
 - (5) Have mechanical, plumbing, and electrical systems above the flood protection elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the flood protection elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- (b) **Fences in regulated floodways.** Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 10-8.118(d) of this article.
- (c) **Retaining walls, sidewalks and driveways in regulated floodways.** Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 10-8.118(d) of this article.
- (d) **Roads and watercourse crossings in regulated floodways.** Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 10-8.118(d) of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 10-8.106(d)(3) of this article.

SECTION 4. This ordinance amends Land Development Code Chapter 10, Article IV Environmental Management, Sec. 10-4.303 Stormwater management design standards as follows:

Sec. 10-4.303. - Stormwater management design standards.

The design and construction of stormwater management systems shall be consistent with the following minimum standards:

(1) – (19) *No change*

(20) For all new developments within the Lake Protection Node zoning district, the initial construction activities shall be restricted to that necessary for construction of the Stormwater Management Facility (SWMF). The SWMF shall be tested in accordance

1 with Standard Engineering Practices and the Engineer of Record (EOR) shall evaluate
2 and verify compliance with the design parameters. Once compliance has been verified
3 the EOR shall provide a signed/sealed certification to the County Administrator or
4 designee that such facility functions as designed. Further development at the site cannot
5 proceed until a written clearance has been provided by the Leon County Environmental
6 Services.

7
8 **SECTION 5. This article amends Land Development Code Chapter 10, Article IV**
9 **Environmental Management, Sec. 10-4.327 Topographic alterations as follows:**

10
11 **Sec. 10-4.327. – Topographic alterations.**

12
13 All projects involving alterations of the contour, topography, use or vegetation cover of land, shall
14 comply with the following minimum standards:

15 (1) – (2) *No change*

16 (3) *Flood zone grade change restrictions.* The wetland protection provisions of article IV of
17 this chapter shall first be complied with prior to considering the provisions of this section.
18 It is the intent of this section to allow selective alterations and redevelopment activities in
19 those specific portions of a floodplain meeting the definition of altered floodplain, provided
20 that the requirements of all other applicable portions of this subdivision are met and that
21 the applicant demonstrates in the permit application that a net improvement in the
22 hydrologic function of the adjacent unaltered floodplain will result post-development.

23 a. No fill or other alteration shall be made to the topography or vegetative cover in
24 any floodplain. An exception to this provision is to allow up to a maximum of five
25 percent disturbance to the unaltered floodplain located on-site if the applicant
26 demonstrates, to the satisfaction of the County Administrator or designee, that there
27 is no reasonable alternative. The following provisions apply to altered floodplains
28 and to unaltered floodplains qualifying for the five percent disturbance:

29 1 – 4 *No change*

30 5. Where fill is to be placed within a 100-year floodplain, as deemed necessary
31 by the County Administrator or designee based on technical criteria,
32 compliance with the provisions of standards for flood hazard
33 reduction, section 10-8.301(f)106(c)(1) through (6) shall be demonstrated.

34
35 **SECTION 6. APPLICABILITY.**

36 For the purposes of jurisdictional applicability, this ordinance shall apply in the unincorporated
37 areas of Leon County. This ordinance shall apply to all applications for development, including
38 building permit applications and subdivision proposals, submitted on or after the effective date of
39 this ordinance.

40
41 **SECTION 7. INCLUSION INTO THE CODE OF ORDINANCES.**

42 It is the intent of the Board of County Commissioners that the provisions of this ordinance shall
43 become and be made a part of the Leon County Code of Ordinances, and that the sections of this
44 ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section,”

1 “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such
2 intentions.
3

4 **SECTION 9. SEVERABILITY.**

5 If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared
6 by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the
7 ordinance as a whole, or any part thereof, other than the part so declared.
8

9 **SECTION 9. EFFECTIVE DATE.**

10
11 This ordinance shall become effective as of January 1, 2021.
12
13
14

15 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,
16 Florida, this _____ day of _____, 2020.
17
18

LEON COUNTY, FLORIDA

By: _____

Bryan Desloge, Chair
Board of County Commissioners

Date: _____

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: _____



MEMORANDUM

TO: Ryan Culpepper, Director
Development Services Division
Development Support and Environmental Management
Leon County

THROUGH: Artie White, Administrator
Comprehensive Planning
Tallahassee-Leon County Planning Department

FROM: Stephen Hodges, Senior Planner, Tallahassee-Leon County Planning Department

DATE: August 14, 2020

SUBJECT: Consistency Review: Proposed Ordinance Revising Chapter 10 of the Leon County Land Development Code

Staff was requested to review for consistency with the Comprehensive Plan a proposed Ordinance revising Chapter 10 of the Leon County Land Development Code (LDC) as prepared by the Leon County Department of Development Support and Environmental Management (DSEM).

The proposed changes to this chapter of the LDC include a complete repeal and replacement of Section 10-8 of Chapter 10, as well as amendments to several floodplain related definitions found in Section 10-1.101 of Article I, In General. This code amendment is intended to be a migration to the State Model Ordinance with the addition of new higher regulatory standards, many of which are current County practices, and modifications to some of the currently included higher standards. In addition, as directed by the Board of County Commissioners, the Ordinance includes an amendment to LDC, Section 10-4.303 (Environmental Management Act, Stormwater management design standards) which will add a paragraph requiring stormwater management facility testing within the Lake Protection Node (LPN) zoning district.

As part of the requested review, Planning staff reviewed the proposed Ordinance in relation to all relevant Comprehensive Plan policies. For those items in the Ordinance that are not addressed at the policy level in the Plan, direction previously provided to the Department from the Planning Commission Attorney has been to find an item consistent with the Comprehensive Plan if the Plan does not address the issue.

Conclusions

The proposed Ordinance meets the intent of the following policies in the Comprehensive Plan:

- Policy 2.1.2 [L] in the Land Use element prohibits residential development where physical constraints or hazards exist.
- Policy 1.4.6: [L] requires land development regulations to include standards for the regulation of future land use categories, subdivision, signage, and areas subject to seasonal or periodic flooding and areas of known hazards. This policy also requires that regulations concerning areas subject to seasonal or periodic flooding shall be consistent with all applicable state and federal regulations.
- Policy 2.2.18 [L] addresses the Lake Protection land use category, including the stormwater standard in this area.
- Policy 1.1.1 [SM] in the Stormwater Management sub-element of the Utilities Element requires stormwater management regulations be established by 1991 that retain wetlands, floodways, and floodplains in their natural state.
- Policy 1.1.4 [SM] requires the control of erosion and sedimentation by regulation.
- Policy 1.1.6 [SM] requires that all stormwater management ordinances shall be strictly enforced.
- Objective 1.2: [SM] requires ordinances to be adopted which establish design, construction and monitoring standards for stormwater management facilities.
- Policy 1.2.1 [SM] requires a stormwater management ordinance establishing minimum aesthetic standards for stormwater facility designs
- Policies 1.3.1 [C] through 1.3.12 [C] in the Conservation Element addresses the protection of Conservation and Preservation areas and environmental features, including wetlands, water bodies, water courses, and 100-year floodplains.
- Policy 2.2.3: [C] addresses development in altered and unaltered floodplains
- Policy 2.2.14: [C] addresses development around lakes and natural water bodies.

Planning staff finds the proposed ordinance consistent with the Comprehensive Plan based on the policy language contained in the Plan, including the above referenced policies.

NOTICE OF ESTABLISHMENT OR CHANGE OF A LAND USE REGULATION

Notice is hereby given that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, November 17, 2020 at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY AMENDING THE LEON COUNTY CODE OF ORDINANCES TO AMEND THE LAND DEVELOPMENT CODE, CHAPTER 10, SECTION 10-1.101 DEFINITIONS; TO REPEAL CHAPTER 10 ARTICLE VIII FLOODPLAIN MANAGEMENT AND ADOPT A NEW ARTICLE VIII FLOODPLAIN MANAGEMENT; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; TO AMEND THE LAND DEVELOPMENT CODE, CHAPTER 10, SECTION 10-4.303 STORMWATER 14 MANAGEMENT DESIGN STANDARDS; TO AMEND THE LAND DEVELOPMENT CODE, CHAPTER 10, SECTION 10-4.327 TOPOGRAPHIC ALTERATIONS; AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

Leon County will be broadcasting the 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).

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Interested parties are also invited to submit written public comments until 8:00 p.m. on Monday, November 16, 2020, by visiting <https://leoncountyfl.gov/PublicComments>. All submitted written 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) 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.

Written public comments received after the 8:00 p.m., Monday, November 16, 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.

Interested parties may also provide virtual real-time public comments during the public hearing. Interested parties wishing to provide virtual real-time public comments must complete and submit the registration form provided at <https://www2.leoncountyfl.gov/coadmin/agenda/> by 8:00 p.m. on Monday, November 16, 2020. Following submittal of the registration form, further instructions for participating in the meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300, or via email at LCG_PublicComments@leoncountyfl.gov. 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.

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 Ordinance may be inspected on the County's web site (www.LeonCountyFL.gov). To receive copies of the Ordinance by other means, such as email, mail, or facsimile transmittal, contact County Administration at 850-606-5300 or the Department of Development Support and Environmental Management at 850-606-1300.

Advertise: November 10, 2020