

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



FY 2010/11 COUNTY COMMISSION RETREAT

**9:00 a.m. – 4:00 p.m.
Monday, December 13, 2010**

**Goodwood Museum & Gardens
Carriage House Conference Center
1600 Miccosukee Road
Tallahassee, FL**

FY 2010/11 BOARD OF COUNTY COMMISSIONERS RETREAT

December 13, 2010, Goodwood Conference Center

9:00 a.m. – 4:00 p.m. (Breakfast/Refreshments will be Available at 8:30 a.m.)

AGENDA

Purpose: To facilitate a highly interactive, results-based strategy session of the Leon County Board of County Commissioners to discuss and deliberate numerous issues which will continue to be significant matters before the Board in the coming year. This process considers the ongoing challenges facing the County (such as declining revenue as a result of property tax reform and a downturn in the real estate market) and will provide a forum for the Board to provide direction to staff in terms of the priority of these issues.

Desired Outcome: This process will provide critical information for staff to be able to align Board priorities with available resources and to continue to deliver high quality services in the areas most essential to our citizenry in the coming year.

BREAKFAST/REFRESHMENTS

8:30 am

A. Goals and Objectives of the Day – Chairman

9:00 am

Ground Rules

- Listen carefully - be open to new ideas
- Everyone participates - no one dominates
- Seek out differences of opinion – it is okay to disagree
- Honor time limits

B. Overview of the Process that will be Followed for the Retreat – Parwez Alam, County Administrator

9:05 am

- Step 1 - Updates on General Issues

Agenda Items

1. Budget FY 2010/2011
2. Commission Redistricting Process
3. Countywide Environmental Standards
4. Innovation Park
5. Status Report on the Project Manager Concept and Other Customer Service Enhancements at the Growth and Environmental Management Department
6. Ongoing Major Board-Assigned Projects

FY 2010/11 BOARD OF COUNTY COMMISSIONERS RETREAT AGENDA

- Step 2 – Updates on FY 2009/10 Board Retreat Priorities

General Information Regarding Board Priorities

Prior Board Retreat Priorities

FY 09/10 Board Retreat Priorities

Agenda Items

7. Economic Development, Business Incubators at Innovation Park, Microlending, Focus EDC Efforts on Supporting Entrepreneurship, Innovation, Manufacturing
8. Climate Change and Sustainability, Solar Power, Joint Community-wide Climate Action Plan
9. Protection of Water Bodies Countywide and Development of Countywide Stormwater Standards
10. Comprehensive Program to Address Recidivism Reduction, County Re-entry Program for Inmates, and Diversion, Including Youth Programs
11. Revenue Diversification
12. Southside Strategy
13. Functional Consolidation
14. Fire/EMS & Joint Dispatch Facility
15. Primary and Mental Health Care for the Uninsured
16. Increasing Citizen's Input

- Step 3 - Consideration of Issues Identified by the Board of County Commissioners for the Retreat

Agenda Items

17. The County's Franchise Agreement with Waste Management.
 18. Water and Sewer, Parks and Recreation, and Killearn Lakes Interlocal Agreements with the City of Tallahassee
 19. Planning for the Construction of Central Sewer within the Lake Munson and Woodville Areas within the Primary Springs Protection Zone
 20. Legal Review of Lawsuits
 21. Review the Structure of the Leon County Research and Development Authority, Civic Center Authority, and Educational Facilities Authority
 22. Status Report on Board-appointed Committees
 23. Board Consideration to Transition from a Minority, Women, Small Business Enterprise (MWSBE) Office to a Small Business and Community Development Office
- Step 4 - Adding / Deleting Issues
 - Step 5 - Prioritization of Issues
 - Step 6 – Discussion of Retreat Issues Priority Rankings
 - Step 7 - County Administrator's Wrap Up
 - Step 8 - Miscellaneous Items by Each Commissioner

Leadership, Quality, Customer Satisfaction, Employee Satisfaction, Professionalism

FY 2010/11 BOARD OF COUNTY COMMISSIONERS RETREAT AGENDA

C. Step 1 - Updates on General Issues – County Administration

9:10 am

Staff will provide a brief presentation on issues which require an update for the coming year. The Commissioners may ask questions and/or discuss issues associated with any of these matters.

Agenda Items

1. Budget FY 2010/2011
2. Commission Redistricting Process
3. Countywide Environmental Standards
4. Innovation Park
5. Status Report on the Project Manager Concept and Other Customer Service Enhancements at the Growth and Environmental Management Department
6. Ongoing Major Board-Assigned Projects

D. Step 2 - Updates on the FY 09/10 Board Retreat Priorities – County Administration

10:15 am

The Commissioners may ask questions, request a brief presentation, and/or discuss issues associated with any of the FY 09/10 Board Retreat Priorities.

Agenda Items

7. Economic Development, Business Incubators at Innovation Park, Microlending, Focus EDC Efforts on Supporting Entrepreneurship, Innovation, Manufacturing
8. Climate Change and Sustainability, Solar Power, Joint Community-wide Climate Action Plan
9. Protection of Water Bodies Countywide and Development of Countywide Stormwater Standards
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15. Primary and Mental Health Care for the Uninsured
16. Increasing Citizen's Input

Leadership, Quality, Customer Satisfaction, Employee Satisfaction, Professionalism

**FY 2010/11 BOARD OF COUNTY COMMISSIONERS RETREAT
AGENDA**

E. Step 3 – Consideration of Issues Identified by the Board of County Commissioners for the Retreat – County Administration *10:30 am*

The Commissioners may ask questions, request a brief presentation, and/or discuss issues associated with any of these items.

Agenda Items

17. The County's Franchise Agreement with Waste Management.
18. Water and Sewer, Parks and Recreation, and Killearn Lakes Interlocal Agreements with the City of Tallahassee
19. Planning for the Construction of Central Sewer within the Lake Munson and Woodville Areas within the Primary Springs Protection Zone
20. Legal Review of Lawsuits
21. Review the Structure of the Leon County Research and Development Authority, Civic Center Authority, and Educational Facilities Authority
22. Review of Boards and Committees
23. Board Consideration to Transition from a Minority, Women, Small Business Enterprise (MWSBE) Office to a Small Business and Community Development Office

BREAK (15 minutes) *10:45 am*

F. Step 4 - Commissioners Add/Delete Issues – Commissioners, Facilitated by the County Administrator *11:00 am*

The Commissioners will engage in a collaborative process to identify additional ideas, and to determine which issues have the support of no less than four Commissioners.

1. Adding Issues:
 - i. Each Commissioner will be given the opportunity, in round robin fashion, to add issues to those already identified.
 - ii. Commissioners can discuss in more detail any of the issues and ask questions for clarification.
 - iii. Commissioners can combine issues that are similar to refine and focus the list.
2. A Vote of No Less than Four to Move to the Final List for Ranking
 - i. The County Administrator will read off the list of issues identified by the Commissioners in Step 1 above, and by a show of hands, Commissioners will indicate their show of support.
 - ii. Those items with the support of no less than four Commissioners will be included on the Individual Commissioner Ranking Sheet, which will be utilized in the next step of the process to determine the Board's priorities for Fiscal Year 2010/2011.

Leadership, Quality, Customer Satisfaction, Employee Satisfaction, Professionalism

**FY 2010/11 BOARD OF COUNTY COMMISSIONERS RETREAT
AGENDA**

LUNCH BREAK

12:15 pm

During the lunch break, staff will develop an Individual Commissioner Ranking Sheet from the list of issues which have the support of no less than four Commissioners.

**G. Step 5 - Commissioners' Prioritization Process –
Commissioners, Facilitated by the County Administrator**

1:30 pm

Commissioners will individually rank the list of issues using the Individual Commissioner Ranking Sheet and assign individual scores to each issue.

Rankings may range from 1 through 7.

1. Commissioners should assign the number seven (7), which is the highest ranking possible, to identify the Commissioner's HIGHEST priority issue.
2. The number one (1) ranking should be used to identify the Commissioner's LOWEST ranked issue.
3. Each number can be assigned only once.
4. The issues with the most points will be ranked the highest priorities.

**H. Step 6 - Discussion of Retreat Issues Priority Ranking –
Commissioners, Facilitated by the County Administrator**

2:00 pm

A cumulative Commissioner Ranking Sheet, reflecting the combined prioritization of the issues in rank order, will be distributed to the Board. Commissioners will have the opportunity to discuss the relative ranking and determine if refining a "Top 5" or a "Top 10" list is warranted. Commissioners will also have the opportunity to discuss/provide additional, refined direction to staff on the final prioritization of issues.

I. Step 7 - County Administrator's Wrap Up

2:45 pm

J. Step 8 - Miscellaneous Items by each Commissioner

3:00 pm

Each Commissioner will be given an opportunity to bring up any other issues they would like to discuss but which do not need to be part of the above prioritization process.

Adjourn

4:00 pm

Leadership, Quality, Customer Satisfaction, Employee Satisfaction, Professionalism

**Leon County Board of County Commissioners
2010/2011 Board Retreat**



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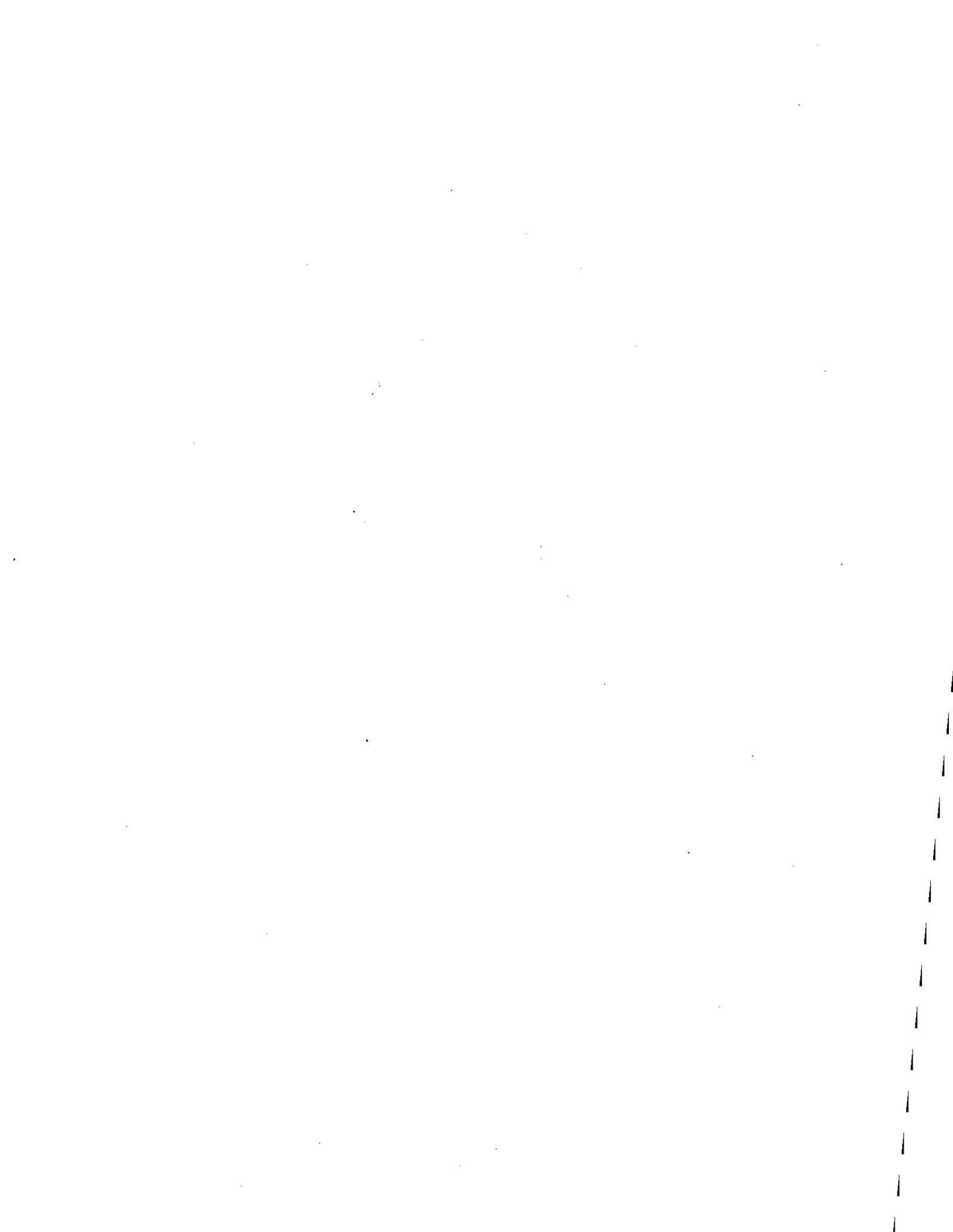
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A. Goals and Objectives of the Day – Chairman

Goals and Objectives – Chairman's Comments

Ground Rules

- **Listen carefully - be open to new ideas**
- **Everyone participates - no one dominates**
- **Seek out differences of opinion – it is okay to disagree**
- **Honor time limits**



B. Board Retreat Process Overview – County Administrator

The following is an overview of the process that will be followed for the Board Retreat

- **Step 1 - Updates on General Issues** - General information is provided within the Board Retreat materials; the Board may ask questions, request a presentation or discuss related issues

Agenda Items

1. Budget FY 2010/2011
 2. Commission Redistricting Process
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 6. Ongoing Major Board-Assigned Projects
- **Step 2 – Updates on FY 2009/10 Board Retreat Priorities** - General information is provided within the Board Retreat materials; the Board may ask questions, request a presentation or discuss related issues

General Information Regarding Board Priorities

Prior Board Retreat Priorities

FY 09/10 Board Retreat Priorities

Agenda Items, Updates on the FY 09/10 Board Retreat Priorities

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- **Step 3 - Consideration of Issues Identified by the Board of County Commissioners for the Retreat** - General information is provided within the Board Retreat materials; the Board may ask questions, request a presentation or discuss related issues

Agenda Items

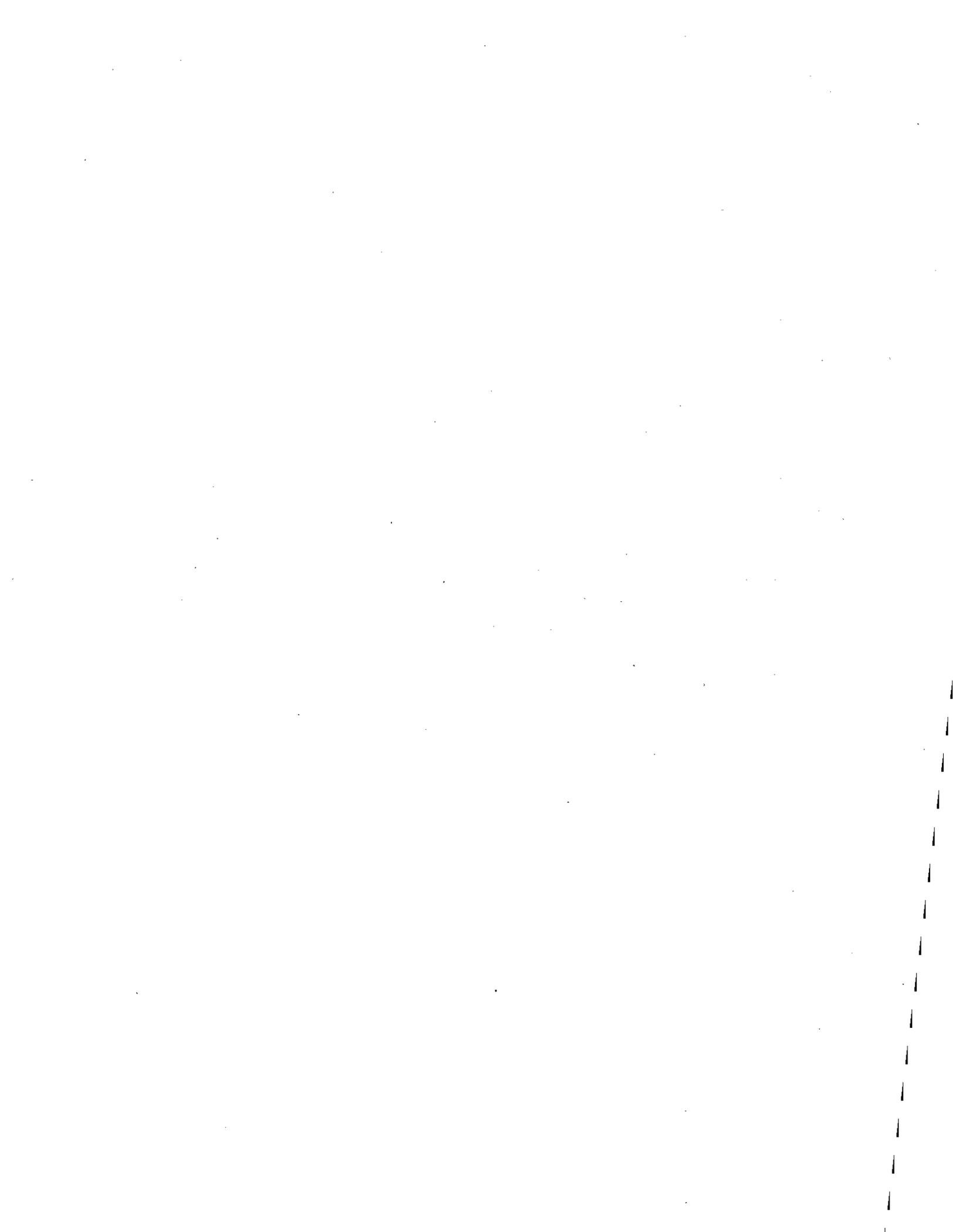
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 22. Status Report on Board-appointed Committees
 23. Board Consideration to Transition from a Minority, Women, Small Business Enterprise (MWSBE) Office to a Small Business and Community Development Office
- **Step 4 - Adding / Deleting Issues** – A collaborative process, facilitated by the County Administrator, to identify additional ideas and to determine which issues have the support of no less than four Commissioners.
 1. Adding Issues:
 - i. Each Commissioner will be given the opportunity, in round robin fashion, to add issues to those already identified.
 - ii. Commissioners can discuss in more detail any of the issues and ask questions for clarification.
 - iii. Commissioners can combine issues that are similar to refine and focus the list.
 2. A Vote of No Less than Four to Move to the Final List for Ranking
 - i. The County Administrator will read off the list of issues identified by the Commissioners in Step 1 above, and by a show of hands, Commissioners will indicate their show of support.
 - ii. Those items with the support of no less than four Commissioners will be included on the Individual Commissioner Ranking Sheet, which will be utilized in the next step of the process to determine the Board's priorities for Fiscal Year 2010/2011.
 - Staff will develop an Individual Commissioner Ranking Sheet, from the list of issues which have the support of no less than four Commissioners, during the lunch break
 - **Step 5 - Prioritization of Issues** - Commissioners will individually rank the list of issues using the Individual Commissioner Ranking Sheet and assign individual scores to each issue.
 - **Step 6 – Discussion of Retreat Issues Priority Rankings** – Commissioners will have the opportunity to discuss the relative ranking and determine if refining is warranted. Commissioners also have the opportunity to discuss and provide addition, refined direction to staff on the final prioritization of issues.
 - **Step 7 - County Administrator's Wrap Up**
 - **Step 8 - Miscellaneous Items by Each Commissioner** – Each Commissioner may raise other issues which do not need to be part of the prioritization process.

C. Step 1 - Updates on General Issues – County Administrator

General information is provided within the Board Retreat materials; the Board may ask questions, request a presentation or discuss related issues

Agenda Items

1. Budget FY 2010/2011 – Parwez Alam, County Administrator, Alan Rosenzweig, Assistant County Administrator and Scott Ross, Director, Office of Management and Budget
2. Commission Redistricting Process – Parwez Alam, County Administrator, Vincent Long, Deputy County Administrator and Shington Lamy, Special Projects Coordinator
3. Countywide Environmental Standards – Parwez Alam, County Administrator, Vincent Long, Deputy County Administrator, David McDevitt, Growth and Environmental Management Director and John Kraynak, Environmental Compliance Director
4. Innovation Park – Parwez Alam, County Administrator and Kim Dressel, Senior Assistant to the County Administrator
5. Status Report on the Project Manager Concept and Other Customer Service Enhancements at Growth and Environmental Management Department – Parwez Alam, County Administrator, Vincent Long, Deputy County Administrator and David McDevitt, Growth and Environmental Management Director
6. Ongoing Major Board-Assigned Projects – Parwez Alam, County Administrator



Board Retreat Agenda Item #1
December 13, 2010

Title:

Budget FY 2010/2011

Staff:

Parwez Alam, County Administrator
Alan Rosenzweig, Assistant County Administrator
Scott Ross, Director, Office of Management and Budget

Issue Briefing:

This item presents a summary of recent and current budget development constraints, including Board actions to minimize the impacts of these limitations on the provision of County services.

Background:

Annually as part of the retreat process, the Board receives an overview of the budget subsequent to the adoption of the current fiscal year budget, and prior to the development of the next fiscal year budget.

Analysis:

Over the past three fiscal years the Board has prepared budgets within the constraints of legislative and voter approved property tax reform, the recession, and an associated decline in property valuation. The following provides a summation of the current state of the County's budget, and an overview of what the Board may choose to consider during the development of the FY 2012 budget.

Property Taxes and Fund Balance

The FY 2011 budget continued to provide property tax relief to our citizens; correspondingly, this has caused a decline in revenue to the County. Overall, property tax collections for FY 2010/2011 will be \$1.8 million less than last year. Over the past two years, the total reduction is approximately \$11 million. The savings for next year are a direct result of two factors: (1) the Board maintaining the current combined millage rate of 8.35 (7.85 countywide and 0.50 Emergency Medical Services MSTU); and (2) a decline in property values by \$227 million. If property values continue to decline with no corresponding change in the millage rate, collections for the next cycle will also be reduced. The effect of these two variables (values and millage rate) on property tax collections will need to be deliberated by the Board during the development of the FY 2012 budget.

In annually establishing a millage rate, the Board needs to consider property tax reform legislation, passed in 2008 and 2009, that implemented various voting thresholds to address property tax collections. Under the law, the Board (on a simple majority 4-3 vote) can establish a millage rate that enables the collection equal to the prior year plus the growth in per capita income and new construction. *The legislative intent of this simple majority vote is to allow for the collection of additional revenue to address the normal increase in costs for operating government (e.g. raises, healthcare, retirement, and inflation).*

This process acknowledges that property values may not only increase, but may decrease over time like the 2009 and 2010 housing decline we are currently experiencing. *The focus therefore is not on property value or the millage rate, but on the amount of property taxes being collected, and how much is necessary to fund the operations of government.* Higher voting thresholds allow for greater property tax collections, which could be utilized to support different levels of service (i.e. new branch libraries) or to offset other revenue declines.

The FY 2011 budget utilized \$4.0 million in fund balance to support services. Fund balances grow annually (typically \$3 to \$5 million) through the under spending of appropriations and the over collection of forecasted revenues (mainly resulting from the statutory requirement to budget at 95% of forecast). Given these parameters, the utilization of \$4.0 million is not an unreasonable allocation. However, historically the fund balances that have accumulated have been utilized for one-time capital project funding.

Even with slow to moderate property valuations, out-year budgets continue to contemplate the use of fund balance in the amount of \$3.8 million per year. This is primarily due to increased operating costs associated with inflationary pressures, in cost-of-living adjustments, health care, retirement, and the funding of operating costs associated with the branch library expansion. It is not a sustainable business practice to increase the use of fund balance to offset anticipated expenditure increases. To address these possible increases the Board may need to consider further budget reductions and/or increasing the millage rate beyond the rolled back rate.

Previous Efforts to Balance the Budget

Over the past three years the Board has reduced 72 positions (including Constitutional positions and previous positions associated with contracted visitor services) from its workforce, by reorganizing stormwater, transportation, growth management, tourist development and administrative functions. This restructuring has allowed the Board to reduce costs while minimally effecting service levels to the community. The Board will have to carefully consider any further reductions which could impact services for public safety, transportation, human service, economic development and culture and recreation needs. This could possibly leave citizens wondering why they are paying taxes for low quality services.

Other Revenue Sources

During the development of the FY 2011 tentative budget, the Board instructed staff to not consider raising the non ad valorem assessments for stormwater or solid waste and to not consider implementing the available five-cent gas tax. Consequently, the transportation program is receiving general revenue support in the amount of \$1.9 million in FY 2011. Without additional revenue support, this subsidy is projected to grow to \$4.5 million in by FY 2015.

The stormwater and solid waste funds will receive \$3.2 million and \$1.3 million, respectively, in general revenue support. Recognizing the difficult economic conditions and the affect on many households, the Board has been sensitive to adding additional fees on property owners. However, the Board's "Guiding Principles" adopted in FY 2008 say that these services should pay for themselves and any subsidy should be minimized (Attachment #1). The current solid waste assessment of \$40 has never been raised since its inception in 1991. The \$20 stormwater assessment has not been raised since its implementation in 1995. To achieve the goals of the "Guiding Principles", service level reductions may be required if the assessment levels remain the same.

Since transportation, stormwater and solid waste service do not pay for themselves, in order to provide flexibility during the budget development process, the Board may wish to consider the possibility of looking at increasing revenues in these service areas. Even minor increases in revenues in these areas will alleviate the competition for non ad valorem general revenue dollars that have also declined over the past two years.

During the recession, the County saw a drop in the amount of state shared revenue (non ad valorem general revenue) provided from statewide sales tax collections. Early indications show that these resources will remain level for the 2012 fiscal year, and moderately increase in the out-years. However, unless Florida sees a strong economic recovery in consumer spending, these revenue sources are not expected to reach pre recession levels until after FY 2015. In addition, this has to be qualified though due to the Deepwater Horizon oil spill. State estimates for shared revenue were established before the spill event, and it is still unknown what the short and long term affect this event will have on sales tax collections. These revenue sources will be monitored closely, and any budgetary impacts will be brought to the Board's attention immediately.

Long Term Outlook and Challenges

Based on the current economic assumptions, current out-year budgets show the continued use of fund balance on an annual basis in the amount of \$3.8 million. The Board needs to evaluate reducing this dependence on fund balance to support the operating budget and returning to operating budgets that are fully funded through recurring revenues. As previously mentioned, the utilization of fund balance at increasing levels to fund recurring operating expenses is not a sustainable practice. The continued use of fund balance for this purpose will over time deplete the County's reserves, and will affect the County's current AA bond rating, and the cost of borrowing for future needs.

Even by appropriating fund balance to sustain existing service levels, ad valorem collections may not provide enough future resources to fund existing and expanded (i.e. new branch libraries) services using the current millage rate assuming moderate increases in property valuations. For budgeting purposes, out-years reflect property values increasing by 1% in FY 2012, 2% in FY 2013, and 3% in FY 2014 and FY 2015. Associated millage rates may need to be increased depending upon other revenue adjustments and/or expenditure decreases.

Fiscal Impact:

This information will assist the Board in providing guidance to staff in consideration of funding Board priorities, and in developing the FY 2012 budget.

Options:

1. Accept staffs report on the status of the budget.
2. Do not accept staff's report on the status of the budget.
3. Board Direction.

Recommendation:

Option #1

Attachment #1: Guiding Principles

RESOLUTION NO. R08-01

WHEREAS, it is the mission of the Leon County Board of County Commissioners to preserve and enhance the outstanding quality of life in our community, and;

WHEREAS, Leon County strives to set the standard and best practice for other local governments in Florida and in the United States through strong and consistent fiscal policies and practices, and;

WHEREAS, Leon County has a long history of providing cost effective, superior services to our citizenry, and;

WHEREAS, Leon County has reduced or held constant the general property tax rates over each of the past 16 years, and;

WHEREAS, over the last two years the County millage rate has decreased by 16%, and;

WHEREAS, Leon County has controlled expenditures, maintaining the lowest budget per capita of any comparable county and currently has the 6th lowest budget per capita of all 67 counties, and;

WHEREAS, Leon County has been responsible in the building of reserves to healthy levels and has invested recurring revenues in infrastructure improvements, and;

WHEREAS, the Board of County Commissioners has been proactive in establishing policies such as Policy No. 93-44 "Fiscal Planning" and Policy No. 07-2 "Reserves" to provide guidance related to fiscal responsibility, and;

WHEREAS, Leon County maintains an investment quality credit rating of AA-, and;

WHEREAS, Leon County was the first county in the state to institute a hiring, capital projects and travel freeze in preparation for 2007 legislative property tax reforms, and;

WHEREAS, as pursuant to the 2007 legislation, Leon County was one of only 4 "non-fiscally constrained" counties to be placed in the least punitive 3% roll-back category (as opposed to the 5%, 7% or 9% categories) based on the County's conservative annual increases in budget per capita, and;

WHEREAS, due to roll-backs and capped future growth in property taxes imposed by the Legislature, combined with significant current and future challenges facing local government including those related to an aging population, a struggling housing market, rising health care costs, aging infrastructure, and a continued resistance to tax increases, there is a need to assess the long view and prepare for a more austere course for county government, and;

WHEREAS, as the level of government closest to the people, Leon County must make strategic decisions in order to be prepared and continue to deliver high quality services in the areas most critical to our citizenry, and;

WHEREAS, this will require a re-examination of core services, levels of services and a commitment to priority setting as Leon County continues to take a gradual business-like approach to determining the size of government its citizens can afford and the priority of the services we deliver to our citizens.

NOW, THEREFORE, BE IT RESOLVED by the Leon County Board of County Commissioners, Florida that the following guiding principles are adopted:

1. The Board of County Commissioners upholds the importance of the Leon County Home Rule Charter allowing citizen involvement and flexibility in shaping government to best meet the County's unique and changing needs.
2. The County budget will always be balanced, with available revenues equal to appropriations.
3. The County will strive to maintain the lowest dollars spent per County resident, as compared to like-size counties, while retaining the maximum level of service possible.
4. Through citizen input and Commission deliberation, core functions for County government will be identified and the dollars will be allocated accordingly during the budget process.
5. The County will continue to explore opportunities with its governmental counterparts for functional consolidation and/or shared efficiencies.
6. The County will continue to enhance our cooperation and coordination with our Universities and Community College to promote, strengthen, and sustain our community's intellectual capital.
7. The County Administrator will require Program Managers to conduct an annual review and scrutiny of their base budgets when preparing budgets for future years.
8. Consistent with best practices and the Florida Statutes, Leon County will retain an emergency reserve fund of not less than 5%, but not more than 10% of the general operating budget (Policy No. 07-2).
9. Consistent with best practices and the Florida Statutes, Leon County will retain an operating cash reserve fund of not less than 10% but not more than 20% of the general operating budget (Policy No. 07-2)
10. Cash reserves in excess of reserve policies will be utilized to support one time capital projects and/or other one-time expenditures to address unforeseen revenue shortfalls (Policy No. 07-2).
11. Leon County will continue to ensure the useable and safe life of existing infrastructure by providing funding for proper maintenance (Policy No. 93-44).

12. Provide that fees charged in enterprise operations will be calculated at a level which will support all direct and indirect costs of the enterprise (Policy No. 92-5).
13. Ensure that capital projects financed through the issuance of bonds will not be financed for a period that exceeds the useful life of the project or the life of the supporting revenue source (Policy No. 93-47), and support conduit financing to promote the economic health of the community.
14. Maintain accounting and reporting practices in conformance with the Uniform Accounting System of the State of Florida and Generally Accepted Accounting Principles (GAAP) (Policy No. 92-4).
15. Ensure that annual financial and compliance audit of the County's financial records is conducted by an independent firm of certified public accountants whose findings and opinions are published and available for public review (Policy No. 92-4).
16. Will optimize return on investments within the constraints of safety and liquidity through an adopted Investment Policy.
17. Shall establish formal policies and procedures to address amending the budget while allowing the organization to function and react to changing conditions (Policy No. 97-11).
18. The County shall provide a meaningful public input process during the annual budget review which shall, at a minimum, include at least one Board Workshop and two Public Hearings.
19. The County will fully research and employ technology to improve the personal and collective efficiency of county employees.
20. The County will continue to enhance our culture of performance, as we maintain a very low employee per 1,000 population and a "flat" organizational structure, and hold individual employees to high expectations and performance standards. Employees are entrusted with broad authority in their functional areas, expected to respond quickly to requests for service, explore and pursue alternatives to assist the citizenry, attempt to deliver more than what is expected, and are empowered to use professional discretion on the spot to resolve issues and reduce "bureaucracy". These employees are valued and compensation and benefits are commensurate with their responsibilities and competitive in the industry.
21. The County will continue to improve our efforts to promote employee innovation, through incentives, recognition and rewards for identifying and implementing program and process improvements that add value to services while producing cost savings.

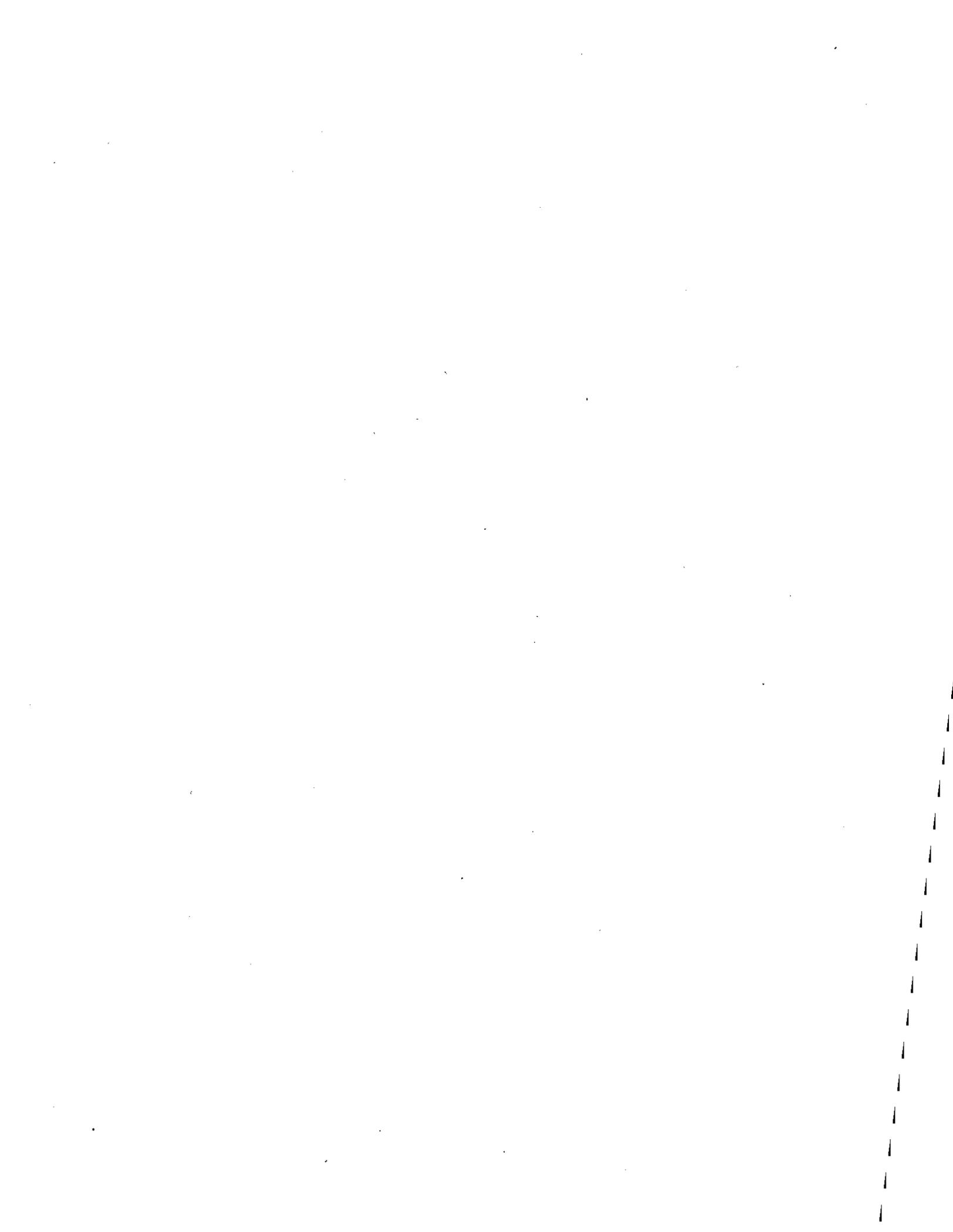
- 22. The County will continue to leverage Leon County tax payer dollars to attract federal and state appropriations, reimbursements, and matching grants to realize revenue maximization for the purpose of funding priority projects and programs.

PASSED, AND DULY ADOPTED BY THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA THIS 15th DAY OF JANUARY, 2008.

LEON COUNTY, FLORIDA
BY: Jane G. Sauls
Jane G. Sauls, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
BY: [Signature]

Approved as to Form:
Leon County Attorney's Office
BY: [Signature]
Herbert W.A. Thiele, Esq.
County Attorney



Board Retreat, Agenda Item #2
December 13, 2010

Title:

Commission Redistricting Process

Staff:

Parwez Alam, County Administrator
Vincent S. Long, Deputy County Administrator
Shington Lamy, Special Projects Coordinator

Issue Briefing:

With the completion of the 2010 Census Count, the subsequent process will encompass the redistricting of legislative bodies at the federal, state, and local levels. This item provides the Board a brief overview for the redistricting process for the County Commission districts that will be required for the upcoming year.

Background:

The process of redistricting is cited in the Florida Constitution (Article VIII, Section 1(e)) and in the Florida Statutes (F.S. 124.01(3)). The constitution states, "After each decennial census the Board of County Commissioners shall divide the county into districts of contiguous territory as nearly equal in population as practicable." The statute states, "The Board of County Commissioners shall from time to time, fix the boundaries of the above districts so as to keep them as nearly equal in proportion to population as possible; provided, that changes made in the boundaries of the county commissioner districts pursuant to this section shall be made only in odd-numbered years."

In addition to the constitutional and statutory requirements for redistricting, Leon County must also comply with a United States District Court (District Court) order that established the five County Commission single-member districts and two at-large County Commission seats (Attachment #1). The order specifically incorporated the demographic characteristics and legal description of the boundaries for each of the five single-member districts which requires a minority-majority district and a minority access district. Any adjustments to the boundaries resulting from the 2010 census will require approval by the District Court.

In 1990 and 2000, the Board directed the County Administrator to implement the redistricting process once the decennial census data were received. During each process the County Administrator formed a redistricting workgroup of staff comprised of the Geographical Information System (GIS), Planning, County Attorney's Office, and the Public Information Office. This group was tasked with performing the analysis to develop redistricting maps that provided for as nearly equal proportion of the Leon County population as possible in each commission district while also complying with the requirements of the District Court order. Subsequently, the Board held workshops and public hearings to discuss, consider, and adopt the maps of the commission districts.

Analysis:

The data required to commence the commission redistricting process, known as the National Summary File of Redistricting Data, is expected to be released February-March 2011 by the U.S. Census Bureau. The data will provide the total county population as well as the race and Hispanic ethnicity by street blocks.

Once the decennial census information is released, staff will prepare an agenda item to authorize the County Administrator to commence work on the redistricting process and to schedule a workshop for later in the year. The new commission districts must complete and adopted by December 31, 2011. As previously mentioned, any adjustments to the commission districts will require approval by the District Court. The approval does not have to be obtained prior to the completion deadline; however, the redistricting would not become effective until the court's approval.

Timeline:

Feb. 2011-Mar. 2011	-U.S. Census releases the National Summary File of Redistricting Data
Mar. 2011-Sep. 2011	-Redistricting Workgroup Performs Analysis to Develop Proposed Redistricting Map
Sep. 2011-Oct. 2011	-Board holds Workshop on Commission Redistricting
Oct. 2011-Nov. 2011	-Board conducts Public Hearing to Adopt Redistricting Map
Dec. 31, 2011	-Deadline to Complete the Redistricting Process

Fiscal Impact:

GIS will purchase the U.S. Census Bureau software (\$2,000) necessary to develop the redistricting map once it becomes available. Funds are available in the GIS budget for this purchase.

Options:

1. Accept staff's report on the 2011 Commission Redistricting Process.
2. Do not accept staff's report on the 2011 Commission Redistricting Process.
3. Board Direction.

Recommendation:

Option #1.

Attachment:

1. United States District Court Leon County Commission Districting Order

ORDINANCE NO. 01-20

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, REPEALING AND REPLACING ORDINANCE 91-26; PROVIDING FOR THE ADJUSTMENT OF LEON COUNTY'S FIVE SINGLE-MEMBER COMMISSION DISTRICT BOUNDARIES; RETAINING THE ELECTION SYSTEM OF FIVE SINGLE-MEMBER DISTRICTS AND TWO AT LARGE DISTRICTS; ELIMINATING THE SECOND PRIMARY FOR THE 2002 ELECTION PURSUANT TO SECTION 46, CHAPTER 2001-40, LAWS OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the purpose of this Ordinance to fulfill Leon County's duty to reapportion its county commissioners' districts as required by federal and state law;

WHEREAS, the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution does not permit Leon County residents to be apportioned among single-member districts of substantially unequal proportion;

WHEREAS, the Florida Constitution mandates that after each decennial census, the Leon County Board of County Commissioners shall divide Leon County into districts as nearly equal in population as practicable; and

WHEREAS, Section 124.01(3), Florida Statutes (2000), as amended, provides that changes in county commissioners' districts shall be made only in odd-numbered years;

WHEREAS, on December 10, 1991, the Leon County Board of County Commissioners adopted Ordinance No. 91-26, that provided for an adjustment of single-member county commissioners' districts following the 1990 federal decennial census;

WHEREAS, the 2000 federal decennial census data was received on May 25, 2001, indicating that Leon County had sustained significant population growth which would necessitate redistricting of the single-member county commissioners' districts; and

WHEREAS, it is the purpose of this Ordinance to establish new boundaries for Leon County's single-member commissioners' districts, which are to be composed into districts as nearly equal in population size as practicable, while at the same time (a) maintaining a plurality of minority residents in District 1; (b) maintaining the integrity of District 2 as a minority access district; (c) minimizing the amount of change from existing boundaries; and (d) grouping similar areas into the same district;

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

Section 1. Repeal of Ordinance No. 91-26. This Ordinance shall repeal and replace Ordinance No. 91-26 that was adopted on December 10, 1991.

Section 2. Adjustment of Single-Member Commissioners' District Boundaries. The boundary lines of the five (5) Leon County single-member commissioners' districts shall be adjusted to reflect the configuration contained in the attached maps attached hereto as Composite Exhibit A, which are expressly incorporated into this ordinance and made a part hereof by reference.

Section 3. Retention of Election System. The adjustment of the five (5) Leon County single-member commissioners' district boundaries shall not affect Leon County's present election system, whereby five (5) county commissioners shall be elected from single-member districts by a simple majority with a run-off election requirement in the primary, if necessary, and two (2)

county commissioners shall be elected at large by a simple majority vote with a run-off election in the primary, if necessary. However, pursuant to Section 46, Chapter 2001-46, Laws of Florida, the second primary is eliminated for the 2002 election.

Section 4. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in-part, with the said Comprehensive Plan.

Section 5. Severability. If any word, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. 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 9th day of October, 2001.



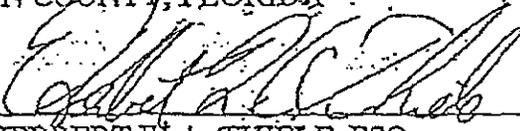
LEON COUNTY, FLORIDA

BY: [Signature]
DAN WINCHESTER, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:
BOB INZER, CLERK OF THE COURT

BY: [Signature]
CLERK

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: 
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

G:\PL\MORDINANCREDISTR\W2D

LEON COUNTY COMMISSION DISTRICTS
 DISTRICT COMPOSITION STATISTICS
 Based on 2000 Census Data for Proposed New Boundaries

District	Total Pop.	Black Pop.	%	White Pop.	%
1	47,654	29,614	62.14%	16,031	33.64%
2	47,943	14,477	30.20%	30,886	64.42%
3	48,358	9,654	19.96%	36,445	75.36%
4	47,421	5,277	11.13%	40,336	85.06%
5	48,076	10,682	22.22%	35,195	73.21%
	239,452	69,704	29.11%	158,893	66.36%

District	Total Vote Age Pop.	Black Vote Age Pop.	%	White Vote Age Pop.	%
1	38,193	21,933	57.43%	14,625	38.29%
2	40,355	11,356	28.14%	26,868	66.58%
3	37,331	6,782	18.17%	28,957	77.57%
4	34,245	3,729	10.89%	29,345	85.69%
5	38,341	8,013	20.90%	28,707	74.87%
	188,465	51,813	27.49%	128,502	68.18%

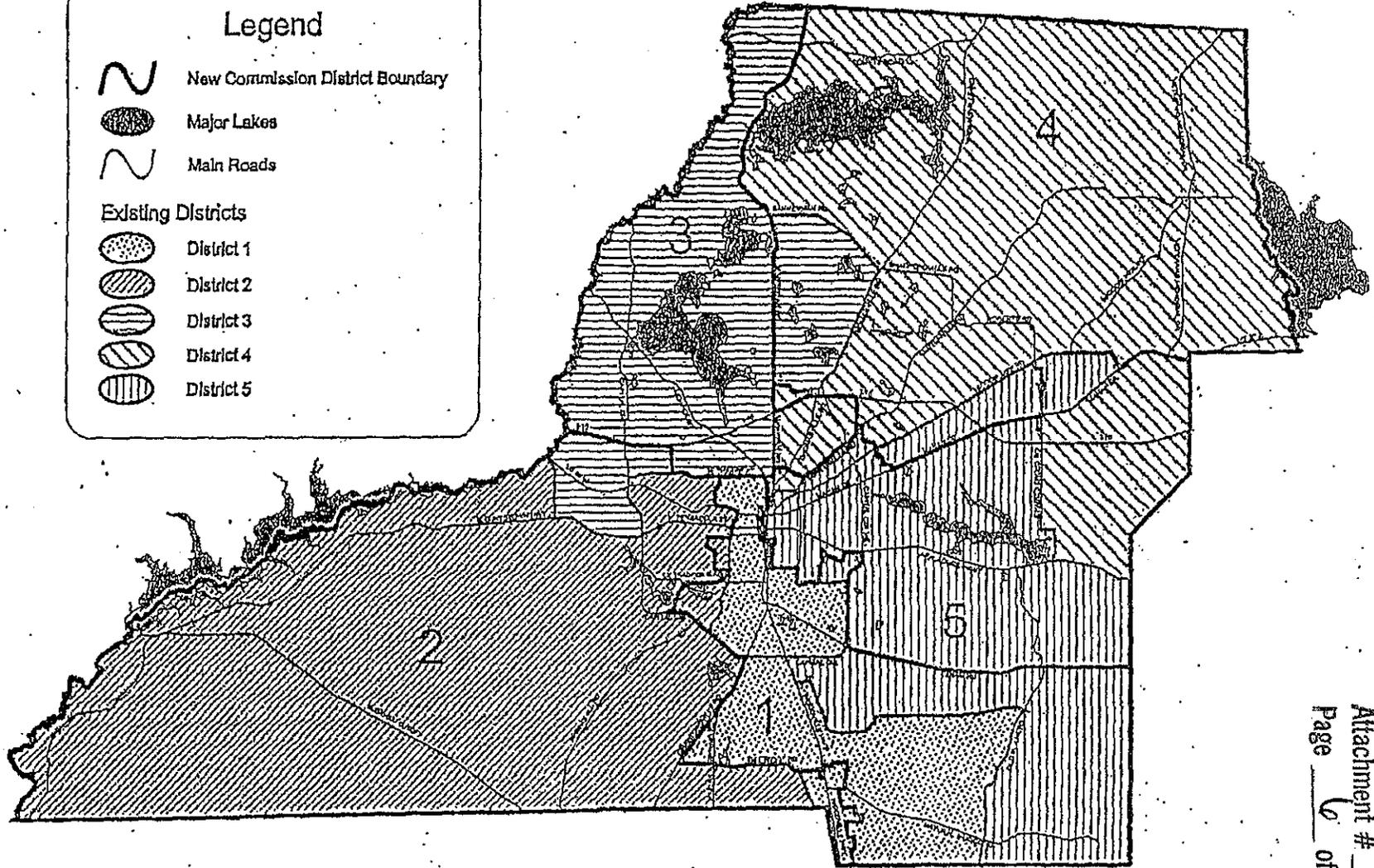
Leon County Draft and Existing Commission District Boundaries

Legend

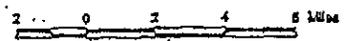
-  New Commission District Boundary
-  Major Lakes
-  Main Roads

Existing Districts

-  District 1
-  District 2
-  District 3
-  District 4
-  District 5



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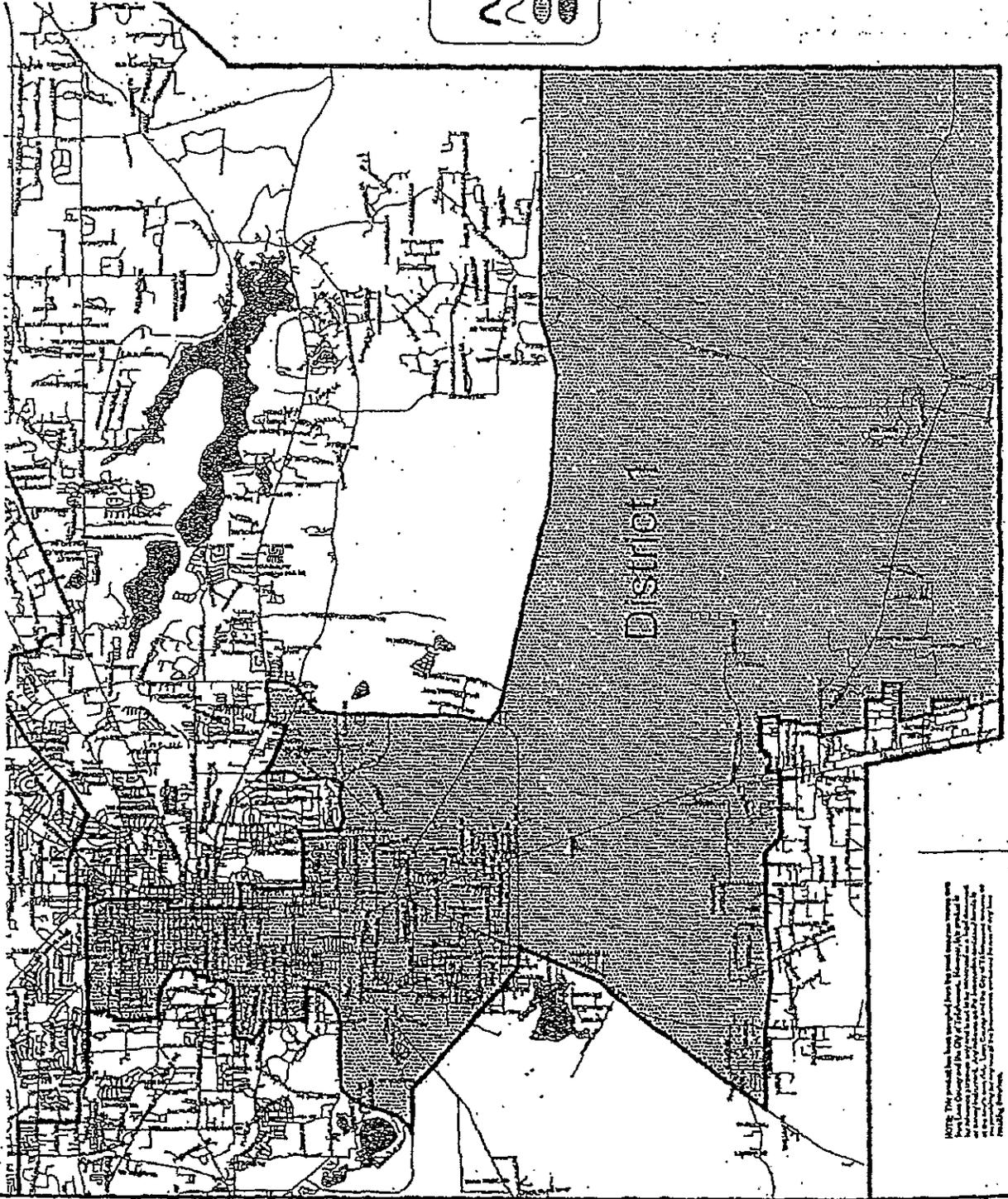




Legend

- Commission District Boundary
- Streets
- Commission District 1
- Major Lakes

Boundary for Commission District 1

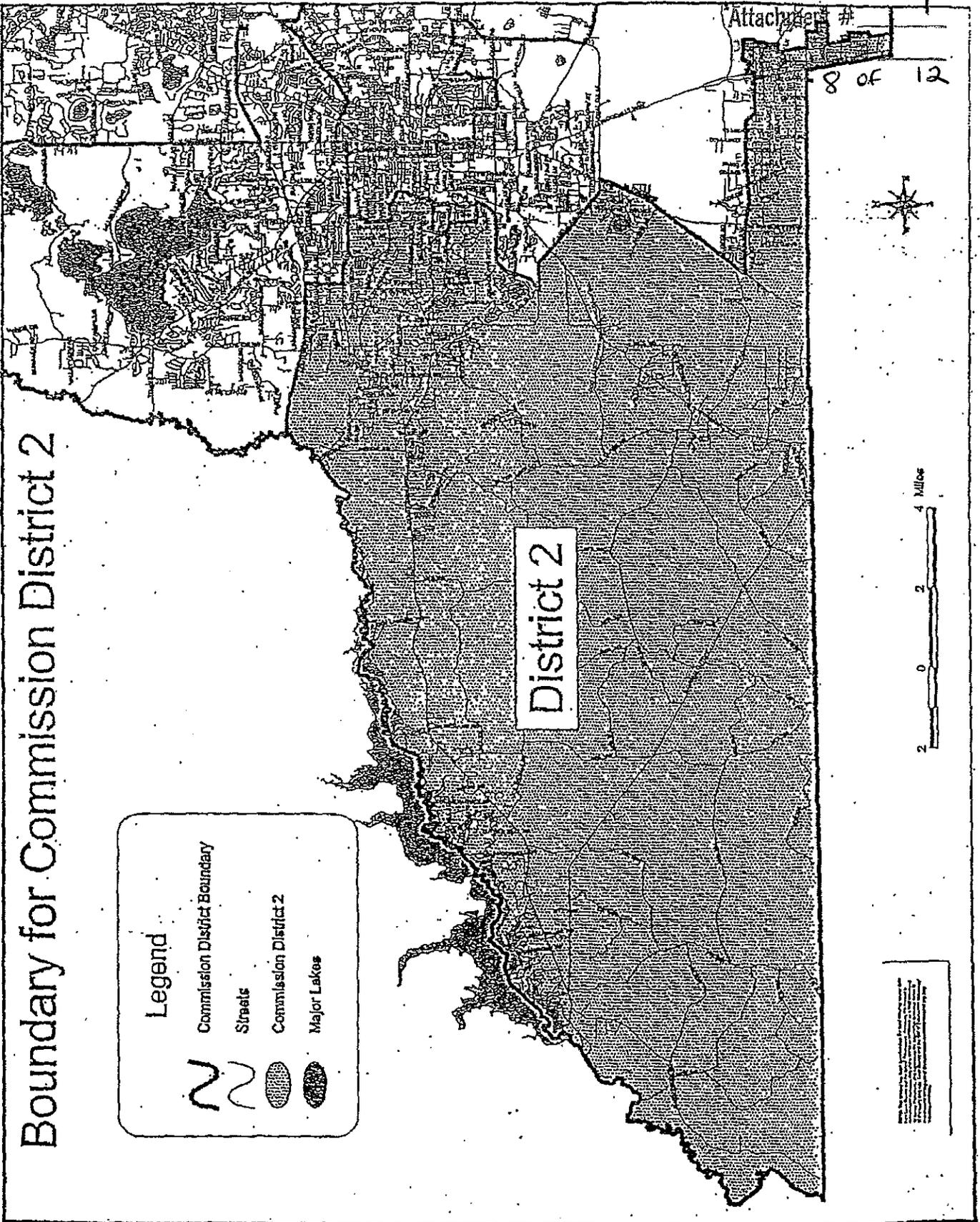


NOTE: This product has been prepared from the most recent available data. The City of Tallahassee, Florida, is not responsible for any errors or omissions in this product. The City of Tallahassee, Florida, is not responsible for any errors or omissions in this product. The City of Tallahassee, Florida, is not responsible for any errors or omissions in this product.

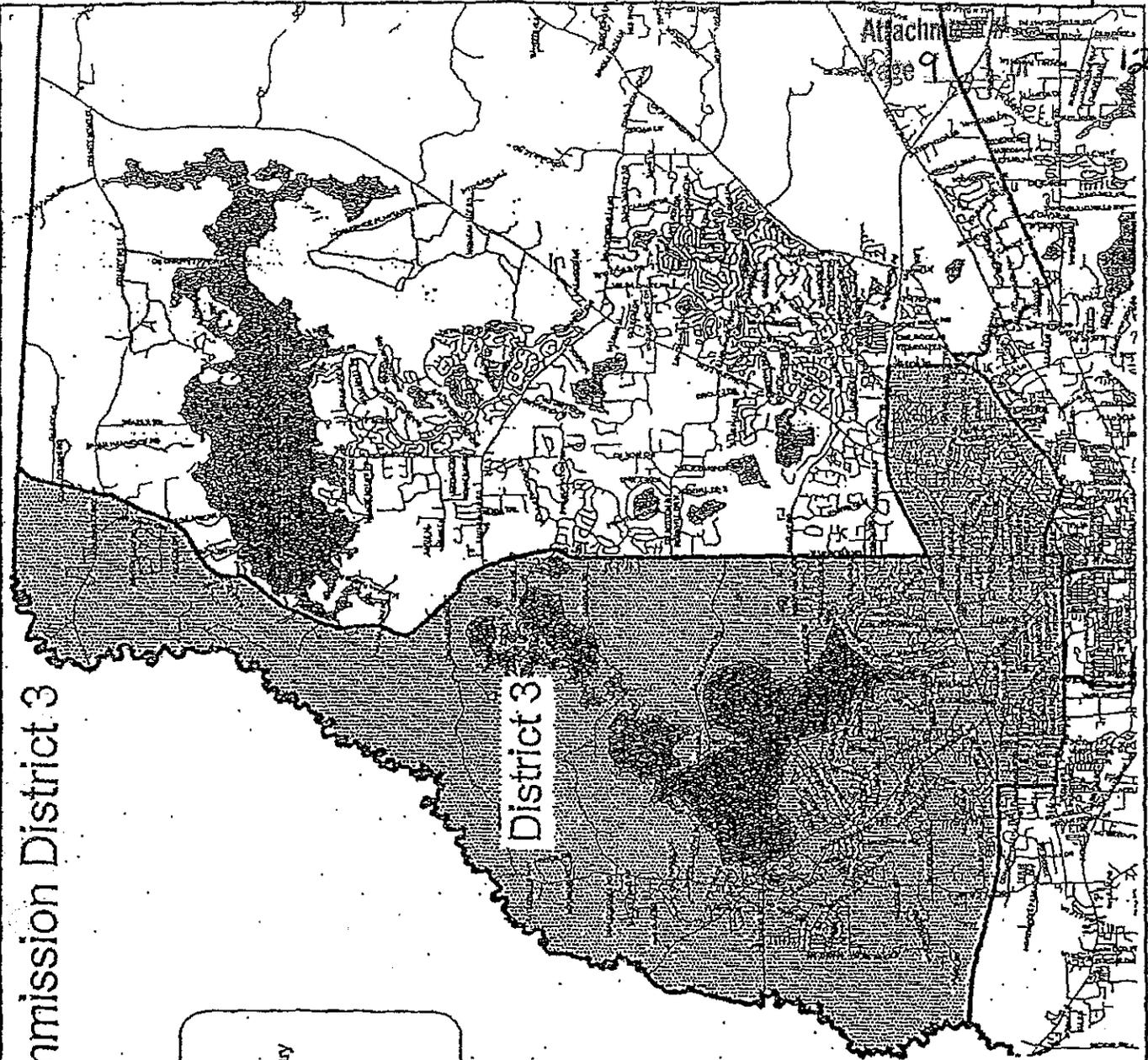
Boundary for Commission District 2

Legend

- Commission District Boundary
- Streets
- Commission District 2
- Major Lakes



Boundary for Commission District 3



Legend

- Commission District Boundary
- Streets
- Major Lakes
- Commission District 3

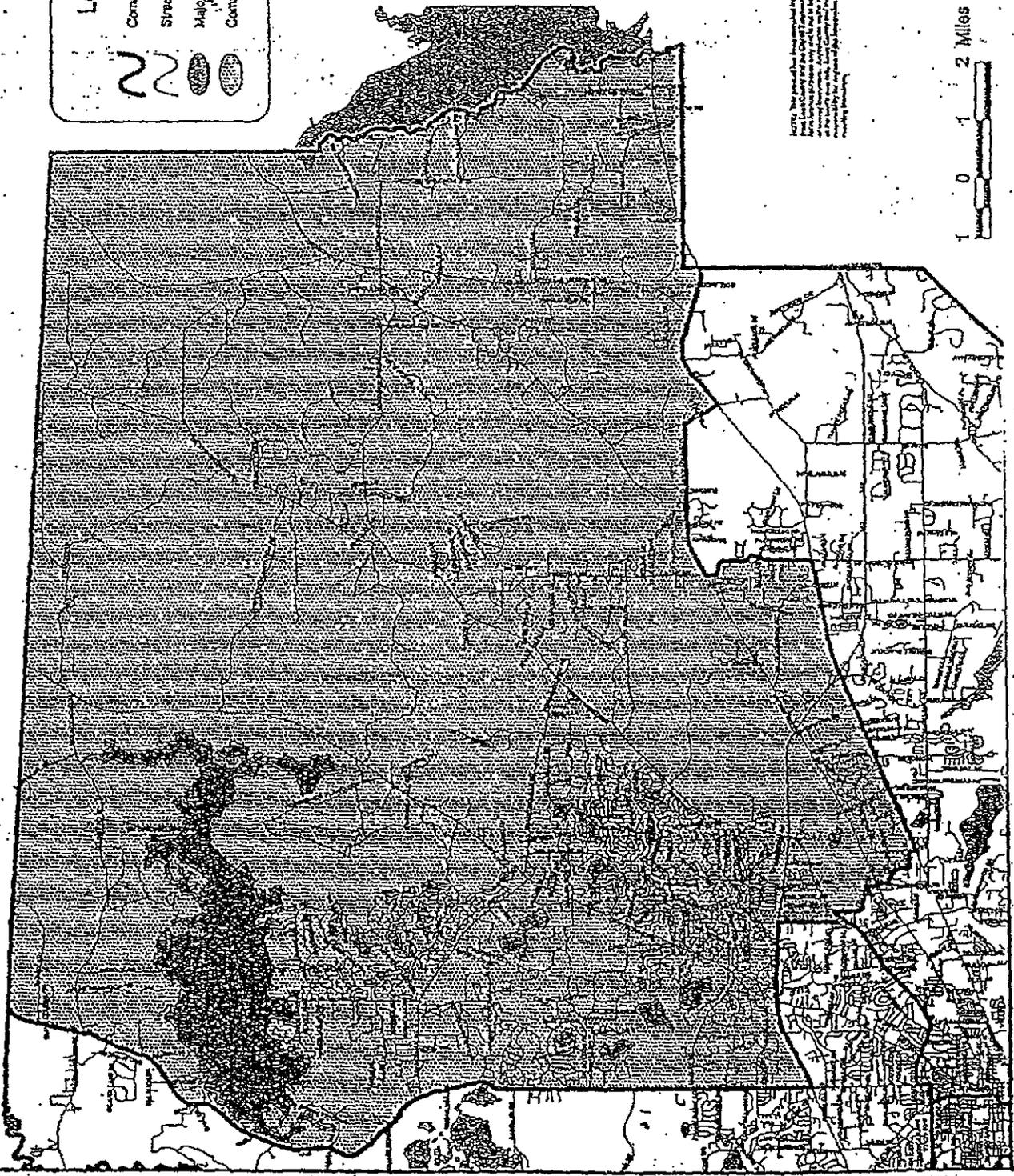
...



Boundary for Commission District 4

Legend

- Commission District Boundary
- Streets
- Major Lakes
- Commission District 4



NOTE: This map was prepared by the Planning Department of the City of Chicago. It is not intended to be used as a legal document. The City of Chicago is not responsible for any errors or omissions on this map. The City of Chicago is not responsible for any damages or liabilities arising from the use of this map.



Boundary for Commission District 5



Legend

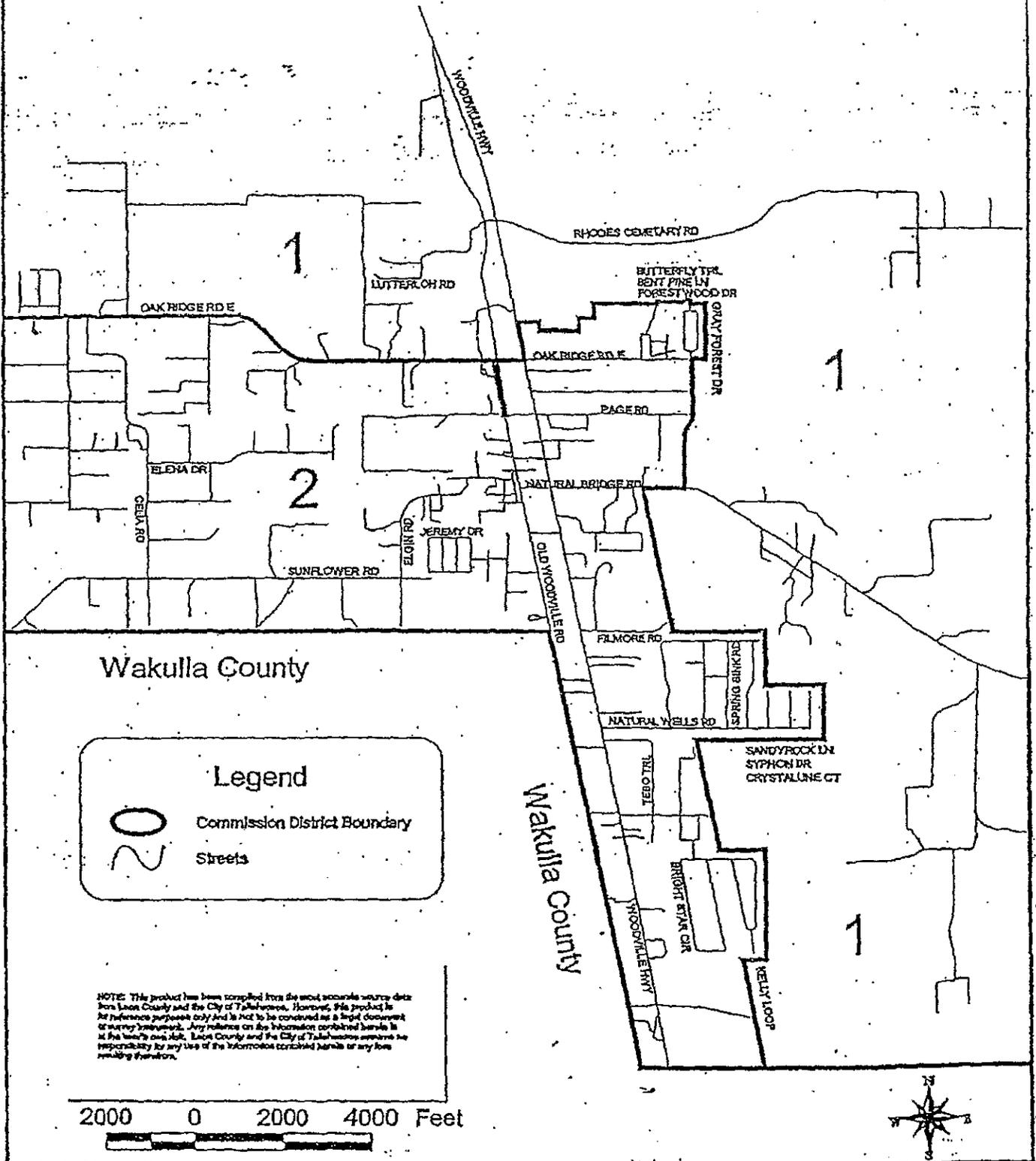
- Commission District Boundary
- Streets
- Major Lakes
- Commission District 5

NOTICE: This proposed map was prepared from the most current available data from Lucas County and the City of Tallmadge. However, the practical application of the boundaries shown on this map is subject to change. The City of Tallmadge and Lucas County are not responsible for any errors or omissions on this map. The City of Tallmadge and Lucas County are not responsible for any errors or omissions on this map.



Detail Map of Woodville

Attachment # _____
Page 12 of 12



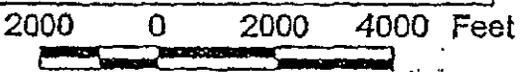
Wakulla County

Legend

 Commission District Boundary

 Streets

NOTE: This product has been compiled from the most accurate source data for Leon County and the City of Tallahassee. However, this product is for reference purposes only and is not to be construed as a legal document of survey information. Any reliance on the information contained herein is at the user's own risk. Leon County and the City of Tallahassee assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



Board Retreat, Agenda Item #3
December 13, 2010

Title:

Countywide Environmental Standards

Staff:

Parwez Alam, County Administrator

Vincent Long, Deputy County Administrator

David McDevitt, Growth and Environmental Management Director

John Kraynak, Environmental Compliance Director

Issue Briefing:

On August 17, 2010, the first and only Public Hearing was conducted and the Board adopted an Ordinance (Attachment #1) to amend the Leon County Charter with a Charter Amendment proposed by the Citizen Charter Review Committee entitled "Minimum Countywide Environmental Regulations as Proposed by the Citizen Charter Review Committee." The Amendment was to be placed on the November 2, 2010 general election ballot, and with voter approval, would become effective on April 1, 2011. On November 2, 2010, the electorate voted and passed this amendment with 61.43% of the vote.

The Minimum Countywide Environmental Regulations Amendment and subsequent Ordinance requires the County to establish minimum environmental standards, procedures, requirements, and regulations for the protection of the environment. The regulations will be effective countywide. The regulations shall include, but not be limited to tree protection, landscaping, aquifer protection, stormwater, protection of conservation and preservation features, and other environmental standards the Board of County Commissioners determines to be necessary for the protection of the public health, safety, and welfare of the citizens throughout Leon County. The standards shall be designed to place emphasis on supporting healthy, natural systems occurring in the environment. However, it would not prohibit a municipality from adopting more stringent levels of environmental standards, procedures, requirements, or regulations within its incorporated limits. The amendment will take effect on April 1, 2011.

Staff proposes to implement this amendment and subsequent Ordinance in two phases. Phase One would include combining existing City and County stormwater treatment protection Ordinances into one document effective countywide. Phase Two would consist of coordinating with the City of Tallahassee to combine all other environmental regulations into one countywide Ordinance. To ensure a coordinated effort with the City, a letter has been forwarded to City Manager Anita Favors Thompson, outlining this two phase process and requesting the City's participation (Attachment #2).

Background:

On March 26, 2009, the Board held a workshop on the establishment of the first Citizen Charter Review Committee. On August 6, 2010, the Public Hearings were noticed for each of the seven Charter amendments transmitted by the Committee. On August 17, 2010, the first and only Public Hearing was conducted and the Board adopted an Ordinance (Attachment #1) to amend

the Leon County Charter with a Charter Amendment proposed by the Citizen Charter Review Committee entitled "Minimum Countywide Environmental Regulations as Proposed by the Citizen Charter Review Committee." The Amendment was to be placed on the November 2, 2010 general election ballot, and with voter approval, would become effective on April 1, 2011. On November 2, 2010, the electorate voted and passed this amendment with 61.43% of the vote.

Analysis:

Phase One would consist of the adoption by the Board of County Commissioners prior to April 1, 2011, uniform stormwater management standards for those basins and/or special study areas that are bisected by jurisdictional lines (Lake Jackson, Bradfordville Study Area, etc.). This action will provide for uniform application of stormwater management standards within those basins, regardless of jurisdiction.

Additionally, during Phase One, staff will agenda for Board adoption prior to April 1, 2011, the remaining portions of the City's Environmental Management Ordinance (EMO). The EMO would be incorporated as a subsection of the County's Environmental Management Act with a provision indicating the subsection will sunset on April 1, 2012. This action would allow development to continue inside the City's developed and urbanized areas consistent with current regulations until Phase Two is fully implemented in April of 2012.

Phase Two implementation will include a comprehensive review of the remaining environmental regulations and associated development standards apart from the minimum stormwater management standards that are addressed in Phase One. It is anticipated that this process will be a collaboration between County and City staff that incorporates citizen participation. Subsequent to the completion of Phase Two in April 2012, it is anticipated that the resulting Ordinance proposal presented to the Board will provide flexibility in those areas of our community where development and redevelopment is most appropriate, while preserving those areas, environmental features, and natural systems of the County that make our community a unique and desirable place to live and visit.

Based on previous Board actions, staff will be investigating the potential for a new countywide stormwater standard subsequent to implementation of Phase Two. On January 2, 2009, at the Stormwater/Transportation Workshop, the Board approved moving forward with a volume control standard to minimize flooding and improve water quality treatment standards. Implementation was placed on hold pending major changes being proposed by the State of Florida Department of Environmental Protection (FDEP) to the State stormwater rules. This rule development has been extensive, and has been ongoing for approximately three years. A final rule is proposed for the Summer of 2011. Staff recommends waiting until the new State FDEP stormwater rule is passed, which would be applicable to the City of Tallahassee and the unincorporated area of Leon County, and then determine if further changes are necessary to local regulations. At that time, the Board could direct staff to proceed with finalizing a volume control standard and scheduling the two required Public Hearings.

In summary, it is staff's primary goal to achieve implementation of the Charter Amendment in a cooperative and collaborative manner with the City. Additionally, it is staff's intention to phase in the implementation in a manner that will not impact ongoing or planned development projects

in the County or the City. Furthermore, staff plans to undertake a fully transparent process that will incorporate a substantial citizen participation component.

Timeline:

Phase One due April 1, 2011: Adopt uniform countywide stormwater standards and temporarily adopt the City's EMO with a sunset provision until April 1, 2012.

Phase Two due April 1, 2012: Develop a countywide environmental Ordinance for all other environmental regulations and associated development standards.

State FDEP stormwater rule/Fall of 2011: Monitor the newly proposed State Stormwater Rule development and report back to the Board.

Fiscal Impact:

None

Options:

1. Direct staff to develop uniform countywide stormwater standards and temporarily adopt the City's EMO with a sunset provision until April 1, 2012 consistent with the approach outlined in Phase One.
2. Do not direct staff to develop uniform countywide stormwater standards and do not temporarily adopt the City's EMO with a sunset provision until April 1, 2012 consistent with the approach outlined in Phase One.
3. Direct staff to develop a countywide environmental Ordinance for all other environmental regulations consistent with the methodology outlined in Phase Two.
4. Do not direct staff to develop a countywide environmental Ordinance for all other environmental regulations consistent with the methodology outlined in Phase Two.
5. Direct staff to monitor the newly proposed State Stormwater Rule development and report back to the Board in the Fall of 2011.
6. Do not direct staff to monitor the newly proposed State Stormwater Rule and do not report back to the Board in the Fall of 2011.

Recommendation:

Options #1, #3 and #5

Attachments:

1. Publicly Noticed Proposed Ordinance Amending the Leon County Charter for Minimum Countywide Environmental Regulations as Recommended by the Citizen Charter Review Committee
2. Letter to Anita Favors Thompson, dated November 12, 2010

ORDINANCE NO. 2010-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING THE HOME RULE CHARTER OF LEON COUNTY, FLORIDA; AMENDING ARTICLE I, CREATION, POWERS AND ORDINANCES OF HOME RULE CHARTER GOVERNMENT; AMENDING SECTION 1.6, RELATION TO MUNICIPAL ORDINANCES, BY ADDING A NEW SUBSECTION (2) TO PROVIDE FOR MINIMUM ENVIRONMENTAL REGULATIONS; PROVIDING FOR A BALLOT QUESTION TO BE POSED TO THE LEON COUNTY ELECTORATE AT THE SPECIAL ELECTION ON _____; PROVIDING FOR THE BALLOT QUESTION FORM; PROVIDING FOR FUTHER AUTHORIZATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED by the Board of County Commissioners of Leon County, Florida,
that:

Section 1. Article I, Section 1.6 of the Home Rule Charter of Leon County, Florida,
is hereby amended to read as follows:

Sec. 1.6. Relation to Municipal Ordinances.

(1) Except as otherwise provided by law or this Charter, municipal ordinances shall prevail over County ordinances to the extent of any conflict within the boundaries of the municipality. To the extent that a county ordinance and a municipal ordinance shall cover the same subject without conflict, then both the municipal ordinance and the county ordinance shall be effective, each being deemed supplemental to the other.

(2) Minimum Environmental Regulations. County ordinances shall establish minimum standards, procedures, requirements and regulations for the protection of the environment and shall be effective within the unincorporated and incorporated areas of the county. Such standards, procedures, requirements and regulations include, but shall not be

limited to, tree protection, landscaping, aquifer protection, stormwater, protection of conservation and preservation features, and such other environmental standards as the Board of County Commissioners determines to be necessary for the protection of the public health, safety, and welfare of the citizens throughout Leon County. Standards shall be designed to place emphasis on supporting healthy natural systems occurring in the environment. However, nothing contained herein shall prohibit a municipality from adopting ordinances, standards, procedures, requirements or regulations establishing a more stringent level of environmental protection within the incorporated area of the county.

Section 2. Ballot Question To Be Presented To Electorate.

The proposed amendments to the Home Rule Charter of Leon County, Florida, shall be presented to the qualified Leon County electorate by placing the question of whether to adopt same on the ballot at the special election to be held on _____.

Section 3. Ballot Question Form.

The question on the ballot shall be substantially in the following form:

**AMENDMENT TO HOME RULE CHARTER OF LEON COUNTY, FLORIDA
AS PROPOSED BY LEON COUNTY ORDINANCE NO. 2010-___**

Question

Yes for Approval _____

No for Rejection _____

Section 4. Further Authorization.

The Board of County Commissioners of Leon County, Florida, is authorized to adopt all resolutions and take all actions necessary in order for this Charter amendment referendum to be properly placed on the ballot for the special election of _____. Said referendum shall be conducted according to the requirements of law governing referendum elections in the State of Florida.

Section 5. Severability.

If any word, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date.

This ordinance shall have effect upon becoming law, but shall be of no further force or effect if the proposed Charter amendments are not duly approved at the _____, special election. The amendments to the Home Rule Charter of Leon County, Florida, as proposed by this Ordinance, shall become effective _____, if the Charter amendment is approved by a yesvote by a majority of those duly qualified electors voting on the question posed at the _____, referendum.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this ____ day of _____, 2010.

LEON COUNTY, FLORIDA

By:
Bob Rackleff, Chairman

Board of County Commissioners

ATTESTED BY:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By:
Clerk

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

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



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

BOB RACKLEFF
District 5

CLIFF THAELL
At-Large

AKIN AKINYEMI
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

November 12, 2010

Ms. Anita Favors Thompson, City Manager
City of Tallahassee
300 South Adams, Box. A21
Tallahassee, FL 32301

Re: Implementation of the County Charter Amendment Regarding Minimum
Countywide Environmental Standards

Anita,

This is a follow-up to my February 17, 2010 letter (attached) concerning the County Charter amendment regarding minimum countywide environmental standards. As you are aware, on November 2, 2010 the proposed amendment was approved by the citizens of Leon County. The charter amendment establishes an effective date of April 1, 2011, for the implementation of minimum countywide environmental standards. As I have previously indicated, it is anticipated that any proposed changes to the countywide environmental regulations would be the result of a collaborative effort between County and City staff and would include participation from a citizen's advisory committee. With that understanding, the purpose of this letter is to outline the County's plan for implementation of the charter amendment.

The County plans to implement the charter amendment in two phases. Phase One would be the adoption by the Board of County Commissioners prior to April 1, 2011, uniform stormwater management standards for those basins and /or special study areas that are bisected by jurisdictional lines (Lake Jackson, Bradfordville Study Area, etc.). This action will provide for uniform application of stormwater management standards within those basins regardless of jurisdiction. Consideration of urban area stormwater management standards will be reviewed and recommendations provided to the Board which may include deferring the issue to the second phase of implementation. Additionally, during Phase One, staff will agenda for Board adoption prior to April 1, 2011 the remaining portions of the City's Environmental Management Ordinance (EMO). The EMO would be incorporated as a subsection of the County's Environmental Management Act with a provision indicating the subsection will sunset on April 1, 2012. This action would allow development to continue inside the City's developed and urbanized areas consistent with current regulations until Phase Two is fully implemented in April of 2012.

Ms. Anita Favors Thompson

November 12, 2010

Page 2

Phase Two implementation will include a comprehensive review of the remaining environmental regulations and associated development standards apart from the minimum stormwater management standards that are addressed in Phase One. As I have consistently indicated this process should be a collaboration between County and City staff that incorporates citizen participation. It is anticipated that the resulting ordinance proposal presented to the Board subsequent at the completion of Phase Two in April 2012 will provide flexibility in those areas of our community where we have collectively agreed that development and redevelopment is most appropriate while preserving those areas, environmental features, and natural systems of the County that make our community a unique and desirable place to live and visit.

I have designated a staff team to coordinate the Phase One implementation process with City staff. The County team includes: David McDevitt, Growth and Environmental Management Director; John Kraynak, Environmental Compliance Director; Theresa Heiker, Chief of Stormwater Engineering; and, Laura Youmans, Assistant County Attorney. I would also like to include Wayne Tedder, City/County Planning Director on this team. To facilitate the timely completion of Phase One and to ensure that the resulting changes to countywide environmental standards represent a collaborative effort between County and City staff, I am requesting that you designate by December 1, 2010, the City staff who will be working with the County team during this phase of the implementation process. Once the County/City team is in place I am asking that they jointly develop a more refined Phase One implementation process, including the utilization of citizen input, which I will share with you upon its completion. Similarly, I intend to consult with you on the process and participants for Phase Two, once Phase One is complete.

As I have previously noted, we believe that a countywide minimum environmental regulations ordinance will benefit the entire community by providing consistency, reliability and uniformity. Our environmental regulations should be based on science, not political jurisdictions, and should provide the flexibility to allow development and redevelopment in urban areas while protecting the natural systems and environmental features of our County. The Board of County Commissioners has a longstanding record of supporting countywide environmental regulations, particularly uniform stormwater management standards that protect all of our water bodies. The citizens of Leon County have acknowledged the Board's position in this regard with their vote to approve the amendment to the County Charter to establish minimum countywide environmental standards.

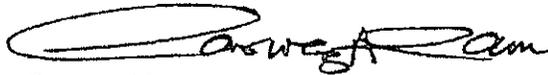
It is our primary goal to achieve implementation of the Charter Amendment in a cooperative and collaborative manner with the City. Additionally, it is our intention to phase in the implementation in a manner that will not impact ongoing or planned development projects in the County or the City. Also, we plan to undertake a fully

Ms. Anita Favors Thompson
November 12, 2010

Page 3

transparent process that will incorporate a substantial citizen participation component. We look forward to working with you and your staff on this important issue. If you have any questions, please call me.

Sincerely,



Parwez Alam
County Administrator

cc: Board of County Commissioners
Vincent Long, Deputy County Administrator
✓ David McDevitt, Growth and Environmental Management Director
John Kraynak, Environmental Compliance Director
Laura Youmans, Assistant County Attorney
Wayne Tedder, City/County Planning Director

Attachment: February 17, 2010 letter from Parwez Alam to Anita Favors RE: Proposed County Charter Amendment Regarding Unified Countywide Environmental Standards



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Attachment # 2
Page 4 of 5

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

AKIN AKINYEMI
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

February 17, 2010

Ms. Anita Favors Thompson, City Manager
City of Tallahassee
300 South Adams, Box. A21
Tallahassee, FL 32301

Re: Proposed County Charter Amendment Regarding Unified Countywide Environmental Standards

Dear Anita:

I write this letter to clarify the intent of the County Charter Amendment regarding unified countywide environmental standards being proposed by the Citizen Charter Review Committee. As you are aware, the City and County have separate, but similar regulations for protecting our community's environmental resources. A unified environmental regulations ordinance would benefit the entire community by providing consistency, reliability and uniformity.

We believe that enhancements to the regulations in both jurisdictions are necessary. This does not, however, necessarily mean that one uniform set of environmental regulations would be appropriate for both jurisdictions. Instead, regulations should be based on science and not political boundaries. Therefore, should the proposed Charter Amendment pass, I will assure you that County staff will make every effort to work together with City staff to develop standards that would allow flexibility to promote density in the urban core while at the same time, protecting the water quality of our surface waters countywide.

One area of the regulations that has received the most attention centers on the differences in our stormwater regulations. Water quality treatment for protection of our lakes and rivers should be based on physiographic regions and not on political boundaries. We understand that some areas in the County have higher water quality treatment levels than the City, and some areas in the City have higher treatment levels than the County. However, both regulatory approaches need to be enhanced and unified to protect the water quality of our surface waters countywide. I believe we can do this in a way that also simplifies the maze of regulations that currently exists and promotes a level of consistency and certainty for our community. It is anticipated that these improvements would result in locational-based regulatory standards for stormwater that recognize the difference between the densities in the urban core and rural areas as established in our Comprehensive Plan. This approach would be codified in a unified countywide regulation which would be implemented by our Growth Management Departments.

Ms. Anita Favors Thompson
February 15, 2010
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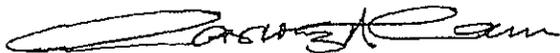
As previously noted, it is anticipated that any proposed changes to countywide environmental regulations would be the result of a collaborative effort between City and County staff and would include participation from a citizen advisory committee. The resulting unified environmental regulations would provide the consistency, reliability and uniformity that would make permitting less problematic for the developers, consultants and the general community, and in so doing, would promote greater compliance with the protection of our natural resources.

Furthermore, it should be clarified that should the proposed Charter Amendment pass, the County would not assume all environmental permitting responsibilities. There would still be two distinct permitting entities; City Growth Management reporting to the City Manager, and County Growth and Environmental Management reporting to the County Administrator. However, both staffs would be enforcing a unified set of countywide environmental regulations. We believe that this approach would better serve the citizens in both jurisdictions.

For many years, going back to the early 1990s, the Board of County Commissioners has consistently identified the issue of unifying environmental regulations as a priority for the community. Over the last decade, the Board has made protection of waterbodies and unification of stormwater standards a perennial retreat priority. I know that you will agree that over the years, we have made significant progress working together on issues of great community importance like this one. After all of the years of effort working toward this important issue, sometimes the right time chooses us. I understand the political realities of the environment that we both have been working in for a very long time. However, I truly hope that the City does not view this approach as hostile, but as an opportunity for us to collectively achieve something of great importance for our community, our citizens (now and future generations), the sustainability of our environment; something which is long overdue and bigger than our political/jurisdictional issues.

We look forward to working with you and your staff on this important endeavor. I hope this clarifies our position on this matter. If you have any questions, please call me.

Sincerely,



Parwez Alam
County Administrator

cc: Board of County Commissioners
Vincent Long, Deputy County Administrator
David McDevitt, Director of Leon County Growth & Environmental Management
John Kraynak, Director of Leon County Environmental Compliance

Board Retreat Agenda Item #4
December 13, 2010

Title:

Innovation Park

Staff:

Parwez Alam, County Administrator

Kim Dressel, Senior Assistant to the County Administrator

Issue Briefing:

This item provides the Board with an update on County Services that have been and are being provided to the Leon County Research and Development Authority.

Background:

The Authority's Office Manager, responsible for performing accounting services and preparing Board meeting minutes, was terminated on April 23, 2010. During the May 4, 2010 meeting of the Authority's Board, the Authority's Executive Director announced she would retire at the end of September.

On May 11, 2010 the Board of County Commissioners approved a Memorandum of Understanding ("MOU") with the Authority, which authorized the development of the Interlocal Agreement. As the Authority's Executive Director's planned retirement date was September 30, 2010, the MOU specified that "...County Services Shall Not Include the day-to-day management of Innovation Park properties" or "Day-to-day operation and management of Innovation Park..." The scope County Services was limited to performing pre-audit and accounting services, recording the Authority's meetings and developing summary minutes, public information services, MIS services including hosting the Authority's website, and certain planning and engineering services.

On May 18, 2010, the Authority's Executive Director submitted a letter to the Authority's Board of Directors announcing her retirement effective June 30, 2010, rather than September 30, 2010. Therefore, as of June 30, 2010, the Authority would have no administrative staff. A three-member new Executive Director Search Committee, appointed by the Authority's Board and consisting of a representative from FSU, FAMU and TCC, held its initial meeting on May 27, 2010.

The original Interlocal Agreement ("Original Agreement") was authorized by the Board of County Commissioners on May 25, 2010 and entered into on June 2, 2010, with a September 30, 2010 termination date. As it was then known that the Authority's Executive Director would retire on June 30 rather than September 30, 2010, the scope of County Services was expanded from what had been anticipated by the MOU. Administrative services was added as a County Service, including preparing agenda materials for the Authority's regular Board meetings, reporting on the Authority's activities, managing expenses, coordinating activities with the property manager, coordinating activities among entities providing County Services and transitioning administrative functions.

As a new Executive Director had not yet been hired, the Authority's Board asked the Authority's Board Chairman, during its August 17, 2010 meeting, to request the County approve an extension of the Original Agreement through December, 2010. In response, the Board of County Commissioners authorized execution of the First Amendment to Interlocal Agreement ("First Amendment") on September 14, 2010. The First Amendment, dated October 12, 2010, amended the term of the Original Agreement and provided for the Authority's payment for County Services at the rate of \$11,000.00 per month.

The term of the First Amendment expired November 12, 2010; but would have automatically been extended to December 31, 2010 if the County would have been notified no later than November 5, 2010 that a new Executive Director had accepted employment with an effective employment date no later than December 6, 2010.

During its October 5, 2010 meeting, the Authority's Board directed negotiation of an employment agreement with its first ranked new Executive Director candidate and further directed, should such negotiations not be successful, to negotiate with remaining candidates in the order identified by the Authority's Board. During its November 2, 2010 special meeting, the Authority's Board upheld such direction.

During the Authority's Board's November 2, 2010 regular meeting, the Authority asked that the County extend the agreement through March, 2011. A Second Amended Agreement (Attachment #1), presented to the Board of County Commissioners during its November 9, 2010 meeting, was approved and the County Administrator was authorized to make minor modifications to the Second Amended Agreement, as it had not yet been presented to the Authority's Board. The Second Amended Agreement will be presented to the Authority's Board during its December 7, 2010 meeting.

Analysis:

Summary of County Services that have been Provided to the Authority - Staff from the Clerk of the Circuit Court, Finance Division, and from the Board of County Commissioners, including the County Attorney's office, County Administration, Public Information, MIS and Human Resources, has been providing services to the Authority since June 2, 2010 under the Original Agreement. The Finance Division's assistance pre-dates the Original Agreement; it was providing assistance with accounting services and meeting minutes subsequent to the Office Manager's termination in April. For most of that period, that level of assistance equated to approximately 2.5 FTE of County employees' staff time (or a combined total of about 100 hours of service per week). Major categories of staff work include the following:

- Accounting Services – The Clerk of the Circuit Court, Finance Division has been instrumental in coordinating work through Lanigan & Associates, resulting in the clean up of accounting records and the release of 12-month financial statements (October 1 through September 30), which was presented to the Authority's Board during its November 2, 2010 meeting. Additionally, the Finance Division provided the pre-audit review of invoices and checks prior to release; interfaced with the Audit Committee and

- Thomas Howell Ferguson relative to the completion of the forensic audit report, annual audit, and management response letter; and filed such report materials with the Auditor General and bond holder. Staff coordinated work with Lanigan & Associates relative to the preparation of the Common Area Management Fee for 2010, which was approved by the Authority's Board on November 2, 2010. TALCOR is currently providing accounting services for the Authority.
- Board Meeting Support - Staff prepared the agenda and agenda items for eleven meetings of the full Board (three in June, one in July, one in August, two in September, two in October (one regular and one special) and two in November (one regular and one special). The Clerk's office prepared Board minutes for such meetings through September. Staff prepared agenda materials and provided staff support for the Executive Director Search Committee, RFQ for General Counsel Committee, and Audit Committee meetings. Staff prepares and issues meeting notices, attends all regular and special full Board meetings, and through October has attended all committee meetings.
- Budget – Staff worked with TALCOR in the development of the Authority's FY 10/11 budgets. Such budgets were approved by the Authority's Board by resolution prior to October 1, 2010.
- Contracting – Staff prepared a Property Management Agreement, a First Amended Agreement, and an Addendum to the First Amended Agreement with TALCOR Commercial Real Estate Services for property management, leasing and accounting services. Additionally, staff prepared the Original Agreement, First Amendment, and the proposed Second Amended Interlocal Agreement, and is assisting in the preparation of the employment agreement for the new Executive Director.
- Development Review Committee – As required by the Covenants and Restrictions, staff schedules and serves as Chairman for monthly Development Review Committee meetings, when necessary to address requests by tenants for consideration of proposed building construction and alterations at Innovation Park.
- Information Technology – MIS secured administration rights for the Authority's e-mail system, so that e-mail addresses can be changed and managed by the County. MIS secured and now hosts the Authority's website, which has enhanced access to and distribution of information. Board agenda materials, recruitment information for the Executive Director position, tenant requests for maintenance, meeting notices and other news are regularly posted to the Authority's website. Additionally, MIS installed an off-site backup system.
- Investment Services – The Clerk of the Circuit Court, Finance Division has provided guidance to the Authority relative to the investment of funds not needed for near-term operations, and has now invested such funds on the behalf of the Authority.
- Legal Counsel – The County Attorney's office served as legal counsel to the Authority through September 30, 2010. This required interaction with the U.S. Attorney office and

other legal entities relative to the Shanna Lewis matter, providing guidance regarding public meeting requirements, researching state requirements relative to leasing and land use matters, so forth. This role was assumed by the law firm of Broad and Cassel with the execution of an agreement dated October 1, 2010.

- Office Operations – Staff oversees the services of a temporary worker to assure the Authority’s administrative office remains open during business hours.
- Policy Development – Staff developed pre-employment drug testing and background investigation policies that were approved by the Authority’s Board.
- Procurement – Staff developed a Request for Proposals (RFP) for General Counsel and edited the RFP based on direction from the evaluation committee, resulting in a Request for Qualifications that was released. Staff conducted the opening of submissions.
- Recruitment – Staff provided recruitment services for the Executive Director position. This included placement of advertisements in multiple markets, development of a position application form and processing applications received. Additionally, staff coordinated and provided support for the on-site interviews with the five top-ranked candidates, which included travel and hotel coordination and local logistical support; having background checks conducted on the five top-ranked candidates; and having a credit check conducted on the two top-ranked candidates.
- Tenant Support – Staff has provided its evaluation of requested leases and lease modifications to the Authority’s Board. This role has now been assumed by TALCOR.

Under the Second Amended Agreement, the Term of the agreement will end on Friday, January 21, 2011 unless it is earlier terminated or extended by amendment or automatically to a termination date of March 31, 2011. The automatic extension only occurs if the County receives notice no later than January 12, 2011 that a new Executive Director has commenced employment. Through the following dates or through the termination of the Second Amended Agreement, whichever date earliest occurs, County Services include:

- Public Information Services through February, 2011
- MIS’ hosting of the Authority’s website in its current format and serving as the depository of electronic records of meetings through March, 2011
- MIS’ support of desktop equipment and internet services and phone services independently from the County’s network through February, 2011
- Administrative Services through February, 2011
- Limited Transition Services through March, 2011.

Fiscal Impact:

The Authority is required to pay the County eleven thousand dollars (\$11,000.00) per month for the provision of County Services for the months October, November and December, 2010 and for the month of January, 2011. Additionally the Second Amended Agreement requires the Authority to pay the County two-thousand seven-hundred fifty dollars (\$2,750.00) for the month of February, 2011.

Options:

1. Accept staff's report on the status of County Services being provided to the Leon County Research and Development Authority.
2. Do not accept staff's report on the status of County Services being provided to the Leon County Research and Development Authority.
3. Board Direction.

Recommendation:

Option #1

Attachment #1: Second Amended Agreement (as presented on November 9, 2010, Agenda Item #17)

SECOND AMENDED INTERLOCAL AGREEMENT

THIS SECOND AMENDED INTERLOCAL AGREEMENT, is made and entered into this _____ day of _____, 2010, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the "County"), and the LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a local government body, corporate and politic (the "Authority") (hereinafter collectively referred to as "Parties").

WHEREAS, except as lawfully and properly delegated to its officers, the powers of the Authority are exercised through, and the business affairs of the Authority are managed under the direction of, the Board of Governors of the Authority ("Board of Governors"); and

WHEREAS, the Authority has developed a research and development park, known as Innovation Park, which consists of sixteen buildings, totaling one million square feet which provides the 2,000 employees of Innovation Park with space to develop the most advanced technology in our area; and

WHEREAS, the County and the Authority entered into an Interlocal Agreement dated June 2, 2010 (the "June 2, 2010 Interlocal Agreement"); and

WHEREAS, the objective of the June 2, 2010 Interlocal Agreement is to provide the Authority with the temporary resources to enhance the operation of Innovation Park in a fiscally sound and financially responsible manner, through the Authority's outsourcing of certain services to the County on an interim basis (hereinafter collectively referred to as "County Services"); and

WHEREAS, subsequent to the June 2, 2010 Interlocal Agreement the Authority entered into an agreements with Talcot Commercial Real Estate Services ("Property Manager") for the provision of accounting, property management and leasing services for Innovation Park and with the law firm Broad and Cassel ("General Counsel") to serve as General Counsel to the Authority; and

WHEREAS, through the services of a third-party accounting firm, Lanigan & Associates, the Authority's accounting records for the period October 1, 2009 through September 30, 2010 have been reconciled and updated, and the Authority has received the Authority's financial statement compilation for the twelve month period ended September 30, 2010; and

WHEREAS, the Property Manager is providing such accounting services for the Authority as of October 1, 2010; and

WHEREAS, the County and the Authority entered into a First Amendment to Interlocal Agreement dated October 12, 2010 (the "First Amendment to Interlocal Agreement") which amended the Term of the June 2, 2010 Interlocal Agreement and provided for the Authority's payment to the County for County Services; and

WHEREAS, the Term of the First Amendment to Interlocal Agreement will expire November 12, 2010, unless it is either terminated earlier or extended automatically or by amendment; and

WHEREAS, the Term of the First Amendment to Interlocal Agreement shall automatically extend to December 31, 2010 if the County is notified no later than November 5, 2010 that a new Executive Director for the Authority has accepted employment with the Authority with an effective employment date no later than December 6, 2010; and

WHEREAS, on May 18, 2010, the Authority's previous Executive Director submitted a letter to the Board of Governors announcing her retirement effective June 30, 2010, and a three-member new Executive Director Search Committee, appointed by the Board of Governors held its initial meeting on May 27, 2010; and

WHEREAS, during its October 5, 2010 meeting the Board of Governors directed the negotiation of an employment agreement with the Board of Governors' first ranked new Executive Director candidate and further directed, should negotiations with the first rank candidate not be successful, to negotiate with remaining candidates in the order identified by the Board of Governors; and

WHEREAS, a new Executive Director for the Authority has not been offered employment by the Authority as of November 5, 2010; however, it is anticipated that the employment agreement for a new Executive Director will be approved by the Authority sometime in December, 2010 and that the new Executive Director will commence employment with the Authority sometime in December, 2010 or early January, 2011; and

WHEREAS, during its November 2, 2010 meeting the Board of Governors requested the County to extend the term for the County's provision of County Services to the Authority through March 31, 2011; and

WHEREAS, the County and Authority desire to consolidate the Interlocal Agreement and the First Amendment to Interlocal Agreement (collectively, the "Existing Interlocal Agreement"); and to modify the Existing Interlocal Agreement pursuant to the terms of this Second Amended Interlocal Agreement (the or this "Agreement").

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and representations set forth herein, the sufficiency of which is hereby acknowledged, the County and Authority hereby agree as follows:

1. Purpose. The purpose of this Agreement is to establish a clear mutual understanding of, and a shared commitment to, identify the temporary services that the County will provide for the Authority.
2. Objective. The objective of this Agreement is to provide the Authority with the temporary resources to enhance the operation of Innovation Park in a fiscally sound and financially responsible manner, through the Authority's outsourcing of certain services to the County on an interim basis (hereinafter collectively referred to as "County Services").
3. Status of Existing Interlocal Agreement. As of the Commencement Date of this Agreement, the Existing Interlocal Agreement shall terminate and the terms and conditions therein shall be of no further force or effect. As such, County's provision of County Services, as of the Commencement Date, shall be governed by this Agreement.

4. Scope of County Services.

a. Public Information Services.

- i. Through February 28, 2011 or through the termination of this Agreement, whichever date earliest occurs, County Services will include the provision of public information services through the County's Public Information Office, including but not limited to the following (hereinafter collectively referred to as "Public Information Services"):
 1. Media and public relations services, as reasonably necessary, to increase the public's awareness of the Authority and Innovation Park tenants; and
 2. Publishing the dates and times of the Authority's Board of Directors meetings in accordance with Florida law.
- ii. Certain Public Information Services may require the County's utilization of third party resources, such as publishing services and advertising in the local and regional market. Such third party services may be procured by the Authority, in consultation with the County's Public Information Office, or directly by the County. To the extent the County is billed for such third party costs, the County will bill the Authority for reimbursement, which the Authority agrees to pay.
- iii. The Authority has the sole discretion to discontinue some or all Public Information Services upon written notice to the County.

b. Management Information Services.

- i. Through March 31, 2011 or through the termination of this Agreement, whichever date earliest occurs, County Services will include the provision of management information services support through the County's Division of Management Information Services, including but not limited to the following (hereinafter collectively referred to as "MIS Services"):
 1. Hosting the Authority's website in its current format; and
 2. Serving as a depository for the electronic records of the Authority's regular Board meetings including the audio recordings of such meetings.
- ii. Through February 28, 2011 or through the termination of this Agreement, whichever date earliest occurs, MIS Services will include maintaining personal computer and auxiliary equipment, office internet services, and phone services independently from the County's network, to the extent such services and equipment exist and are in use at the Authority's Administrative Center office, as of the Commencement Date of this Agreement.
- iii. The County has the sole discretion to determine which MIS Services will be provided through County employees and which MIS Services will be provided through a third party firm. Such third party services may be procured by the Authority, in consultation with the County's Division of Management Information Services, or directly by the County. To the extent the County is billed for such third party costs, the County will bill the Authority for reimbursement, which the Authority agrees to pay.
- iv. The Authority has the sole discretion to discontinue some or all MIS Services upon written notice to the County.

c. Administrative Services.

- i. Through February 28, 2011 or through the termination of this Agreement, whichever date earliest occurs, to the extent that the Authority seeks administrative services support through the County, County Services may include the provision of general administrative services support through the County Administrator's office, including but not limited to the following (hereinafter collectively referred to as "Administrative Services"):
 1. Preparing agenda materials and coordinating the preparation of agenda materials by the General Counsel and Property Manager, for the Authority's regular Board of Governors' meetings scheduled for December 7, 2010 and January 11, 2011;
 2. Attendance at the December 7, 2010 and January 11, 2011 Board of Governors' meetings;
 3. Administering the Authority's purchasing guidelines for the procurement of goods and services by County staff on the behalf of or for the benefit of the Authority;
 4. Managing expenses made by County staff on the behalf of or for the benefit of the Authority in accordance with approved budgets; and
 5. Coordinating activities, on the behalf of or for the benefit of the Authority, with the Property Manager and General Counsel.
- ii. The County has the sole discretion to determine which Administrative Services will be provided through County employees and which Administrative Services will be provided through a third party. Such third party services may be procured by the Authority, in consultation with the County Administrator's office, or directly by the County. To the extent the County is billed for such third party costs, the County will bill the Authority for reimbursement, which the Authority agrees to pay.
- iii. The Authority has the sole discretion to discontinue some or all Administrative Services upon written notice to the County.

d. Transition Services.

- i. Through March 31, 2011 or through the termination of this Agreement, whichever date earliest occurs, to the extent that the Authority seeks transition services support through the County for the new Executive Director, County Services may include the provision of transitional general administrative services support through the County Administrator's office, including but not limited to the following (hereinafter collectively referred to as "Transition Services"):
 1. Providing guidance and assistance in the new Executive Director's preparation of agenda materials for the Board of Governors' meeting scheduled for February 1, 2011, and providing assistance to the new Executive Director with the coordination of the agenda materials prepared by the General Counsel and Property Manager;
 2. Being available to provide guidance, if such guidance is sought by the new Executive Director, relative to the March 1, 2011 Board of Governor's meeting agenda;
 3. Attending the February 1, 2011 and March 1, 2011 Board of Governors' meetings, if such attendance is sought by the new Executive Director; and

4. Providing the transfer of knowledge to the new Executive Director with regard to the Authority's ongoing business activities.
5. Changes in the Scope of Services. The Authority may discontinue the provision of any or all County Services by providing written notice to the County; however, other changes in the scope of services which are mutually agreed upon by and between the County and the Authority shall be incorporated by written amendments to this Agreement.
6. Employee Designation and Independent Contractor. The Parties agree to the following:
 - a. Employee Designation. That all employees of the County involved in carrying out the obligations of the County under this Agreement shall remain employees of the County and be subject to the County's personnel rules and regulations therein.
 - b. Independent Contractor. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture or any other relationship than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Authority.
7. Salary and Benefits. The Parties agree that the Authority is not responsible for payment of County employees' salary and benefit costs associated with the provision of County Services.
8. County Staff Time. The utilization of County resources and staff shall be authorized only for projects that are directly associated with the provision of County Services. Individual Board member's requests for assistance shall be limited to routine questions.
9. Payment for County Services and Third Party Costs. The Parties agree that the Authority shall pay to the County, as consideration for providing the County Services to the Authority, the following amounts:
 - a. Eleven Thousand and 00/100 Dollars (\$11,000.00) per month from the Commencement Date through January 31, 2011, and Two Thousand Seven Hundred Fifty and 00/100 Dollars (\$2,750.00) for the month of February, 2011 ("Monthly Payment").
 - i. The Monthly Payment shall be made to the County no later than the 15th day of the month following the month in which the County Services are provided.
 - ii. For any period less than a full month, the Monthly Payment shall be reduced on a pro-rata basis.
 - b. The full amount of any third party costs associated with the provision of County Services.

10. Term.

- a. The term of this Agreement (the "Term") shall commence on the date on which it has been executed by the Parties ("Commencement Date"), and shall end on Friday, January 21, 2011, unless the Agreement is earlier terminated pursuant to the terms of this Agreement, or the Term is extended by amendment of this Agreement or automatically extended to a termination date of March 31, 2011.
- b. Such automatic extension shall only occur upon the County's receipt of written notification from the Authority, no later than 5:00 p.m. on Wednesday January 12, 2011, that a new Executive Director has commenced employment with the Authority.

11. Termination. Either the Authority or the County may terminate this Agreement for any reason or no reason at any time by giving at least fourteen (14) calendar days written notice to the other party.

12. Examination of Records. The Authority agrees that the County or any of its duly authorized representatives shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Authority, involving transactions relating to this Agreement.

13. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any actions brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

14. Indemnification. The County and the Authority agrees to indemnify, defend and hold harmless the other party, its officials, officers, and employees, from and against all liabilities, damages, costs and expenses, including but not limited to a reasonable attorney's fee, to the extent the same are caused by the negligent or wrongful acts or omissions of the indemnifying party, or its officials, officers, or employees, in the performance of this Agreement. The liability of each party, as set forth in this Paragraph, is intended to be consistent with limitations in Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this Paragraph shall be deemed to alter said waiver or to extend the liability of a party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense or sovereign immunity to which the indemnifying party may be entitled.

15. Notice. If written notice is required in this Agreement, such notice shall be given by hand-delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested as follows:

To the County as follows:
County Administrator
301 South Monroe Street, 5th Floor
Leon County Courthouse
Tallahassee, Florida 32301

And to the Authority as follows:
Authority Board Chairman
1736 West Paul Dirac Drive
Innovation Park Administration Office
Tallahassee, Florida 32310

With a copy to:
Broad and Cassel
215 South Monroe Street
Suite 400
Tallahassee, Florida 32301

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Agreement as of the date first written above.

**LEON COUNTY RESEARCH AND
DEVELOPMENT AUTHORITY**

Signature: _____

By: _____

Print Name: _____

F. Philip Blank
Its: Chairman

Signature: _____

Date: _____

Print Name: _____

LEON COUNTY, FLORIDA

Signature: _____

By: _____

Print Name: _____

Parwez Alam
Its County Administrator

Signature: _____

Date: _____

Print Name: _____

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

Approved as to Form:
Leon County Attorney's Office

BY: _____

BY: _____

Name: _____

Herbert W. A. Thiele, Esq.

Board Retreat, Agenda Item #5
December 13, 2010

Title:

Status Report on the Project Manager Concept and Other Customer Service Enhancements at the Growth and Environmental Management Department

Staff:

Parwez Alam, County Administrator
Vincent S. Long, Deputy County Administrator
David McDevitt, Growth and Environmental Management Director

Issue Briefing:

At the County Commission Budget Workshop of June 22, 2010, the Board received a budget discussion item on the significant decline in revenues in the Building Inspection and Growth Management funds and the ongoing efforts to ensure continuous improvement in light of the substantial staff reductions in the Department of Growth and Environmental Management (GEM). At that time, the Board authorized staff to continue with the development of a proposed project manager in GEM as an additional customer service enhancement to be brought back for Board consideration.

The proposed project manager presented here for Board approval is consistent with other recent actions by the Board related to the approval of revisions to the County's subdivision and site and development plan review and approval process, staff initiated customer service enhancements to further assist the public, and the implementation of the two track review and approval process for development proposals. If approved by the Board, the implementation of the proposed project manager at GEM will enhance customer service delivery as well as further streamline and facilitate the development review and permitting processes without any impact to the County's budget.

Background:

Staff at GEM have developed a proposed project manager concept that would ensure continuity during the project review process, facilitate the seamless implementation of the two track review and approval process for proposed development projects, assist in the facilitation of an integrated team approach to customer service, and provide ongoing reinforcement regarding the Department's primary goal of presenting a coordinated and unified team approach to customer service delivery.

The proposed project manager approach for review and approval of permit requests and development proposals fully supports the implementation of other actions by the Board and GEM to enhance customer service delivery by clarifying and reformatting the County's Land Development Code (LDC), adopting an incentive-based approach for determining the level of required project review, and developing and implementing a two track review process that provides for a concept plan track and a final design plan (concurrent) or "fast track" review and approval track for certain development proposals.

Additionally, GEM has implemented changes to the Department's lobby to promote customer service, staff has comprehensively reviewed and revised the Department's webpage to ensure

accuracy of information and to simplify and enhance the presentation of information to website users, and the Department has continued to emphasize ongoing cross training between the various divisions and programs, as well as with other entities that are involved in the County's development project and permit review and approval processes.

Analysis:

A comprehensive approach to customer service delivery has been developed for GEM, which provides for continuous improvement and refinement to best serve the needs of the customer. The proposed approach addresses customer service delivery based on project complexity and customer expectations. Generally, customer service delivery can be categorized in three broad areas that include: "quick turn" or same day permit review and approval; single family residential permit requests, including additions to existing homes; and proposals for new development and redevelopment projects that require completion of the subdivision or site and development plan review process.

Based on the Board's discussion at the June 22, 2010 Budget Workshop and on the complexity of the issues typically involved, the customer will see the greatest direct benefit of the proposed project manager approach with new development proposals and redevelopment proposals that require completion of the subdivision and site and development plan review process. The effectiveness of the project manager is primarily dependent on the authority and subsequent accountability which has been granted to the project manager under this proposal, as described in more detail below.

Proposed Project Manager Approach

Subdivision and site and development plans: As previously noted, this category of development proposals is typically the most complex and therefore will generally place the greatest demand on customer service delivery. Projects in this category typically represent new developments that would be entering the process at the Permitted Use Verification phase. However, this category would also incorporate proposed redevelopment projects and proposals to modify previously approved subdivisions and site and development plans. Proposed projects in this category would be coordinated by a senior staff person from both the Development Services and Environmental Compliance Divisions. These two staff members (Development Services Administrator and Environmental Review Supervisor) serving as project managers would be delegated the full decision making authority of their respective division directors, and therefore could facilitate the timely resolution of issues that may arise during the proposed project's associated development review process. Additionally, the directors of the two divisions primarily involved in the development review process (Development Services and Environmental Compliance) will be continuously monitoring the process and providing direction, feedback and training to their respective staff to ensure effective implementation.

Additional measures are also proposed to be implemented to assist with the effectiveness of the project manager approach. These would include providing the applicant (and/or applicant's consultant) at the time of application submittal with project manager information (name, direct telephone number(s), and email) on a "personalized" card (not on typical County business card

stock). The project manager would contact the applicant (owner and consultant) via telephone and email within 48 hours of receipt of the development application. Additionally, the project manager would contact the applicant in advance of all written correspondence and scheduled meetings concerning the development proposal.

The project manager would assist the applicant on how to most expeditiously achieve compliance with all applicable code requirements, and would be empowered to resolve inter-departmental issues which may arise that could potentially cause delays in the associated development review and approval process. The project manager would coordinate directly with the applicable GEM division director and/or department director to assist as needed during the resolution of inter-departmental issues.

In order to ensure the continuous improvement and refinement to best serve the needs of the customer, subsequent to completion of the review and approval of a proposed subdivision and/or site and development plan, the project manager would follow-up with the applicant to gather feedback regarding the process, including recommendations concerning potential enhancements to the project manager approach. It is anticipated that this debriefing exercise would take the form of personal interviews and/or survey instruments based on the magnitude and complexity of the project under review. MIS has made the Survey Monkey software available and it could be structured as an online survey instrument for this type of application.

To further facilitate the implementation of the proposed project manager concept, GEM is currently working with the MIS Department to initiate the utilization of the County's ProjectDox software. The installation of hardware required for the new web-based project tracking and information management software has been completed. Installation of the software is anticipated to be completed and fully operational by early 2011. The software will allow for electronic submission of subdivision and site and development plan applications and will provide a management tool for ensuring that all project submittals are tracked, reviewed, and transmitted in a timely and coordinated matter. ProjectDox will provide complete details of all activity related to a project, and comprise a complete audit trail for documents, emails, annotations including marked-up plans, and other tools to assist the project manager, as well as the applicant, during the review process. It is also anticipated that the ProjectDox software will reduce review times by facilitating enhanced coordination between project review staff, including departments and agencies outside GEM, as well as the applicant and consultant.

Current Project Coordination Activities

The proposed project manager approach would further enhance current project coordination activities at GEM. These efforts have been developed and implemented to address specific customer service delivery expectations while ensuring coordination between the various divisions and programs at GEM. These project coordination activities, which are outlined below, have been implemented and are working effectively to ensure code compliance while accommodating the customer service and review timeframe expectations of the public.

“Quick turn” (same day permit review and approval): Quick turn permits, or permit requests that are anticipated to be reviewed and approved by the County the same day they are submitted, include (but are not limited to) building alterations, re-roofing, accessory buildings/structures, swimming pools, mechanical change outs, etc. Applicants for same day or quick turn permits are typically walk-in customers that generally do not schedule appointments with staff. To accommodate this type of customer demand, as well as to address general questions from walk-in customers and telephone inquiries, GEM has implemented the Service Advisor (SA) concept. Each division director designates a staff person on a daily, rotating basis to serve as SA. Four SA’s are identified each day to assist with the customer demand associated with quick turn permit requests, as well as general questions relating to growth and environmental management and permitting. Each Division Director provides the Department’s receptionist with a monthly calendar of SA designees (and back-ups). The SA provides on demand customer service in order to ensure that quick turn permits are reviewed and approved in a timely manner consistent with the applicant’s expectations. The monthly SA calendar allows staff to arrange their workloads and meeting schedules to accommodate the on demand requirements of SA.

Single family residential permits: This category typically includes permit requests for new site-built and manufactured homes, additions to existing single family units, structural modifications to existing residential units, etc. The review and approval of these types of permits are generally concentrated in the Department’s Building Review and Inspection Division. Therefore, the division’s plan review staff are assigned as the project coordinator during the review and approval of these types of permit applications, and ensures that the proposal is compliant with the application provisions of the land development code that address land use and environmental-related issues. Building plans review staff coordinates the associated review processes, serves as a primary point of contact for the applicant, and is a compliance advocate to facilitate a timely and streamlined review process consistent with the customer service delivery expectations of the public.

Similar to the proposed project manager approach for subdivisions and site and development plans, the current “quick turn” and single family residential permit review coordination activities have been implemented with existing staff resources and without any impact to the County’s budget.

Customer Service Delivery Enhancements and Process Improvements

Apart from the proposed project manager approach and current project coordination efforts outlined above, the Department has taken other actions to enhance customer service. These initiatives include the clarification of land development regulations, the streamlining of the County’s development review and permitting processes, enhanced public information activities including improvements to the customer reception lobby, and enhanced staff training.

The County’s Land Development Code has been comprehensively reformatted, revised and clarified through a major Board-initiated process that began in June of 2005 with the appointment of a fourteen member Citizen’s “Blue Ribbon” Committee. The Citizen’s Committee was charged by the Board to review the County’s land development review process

and provide recommendations to the Board concerning revisions that could be made to streamline the County's development review and permitting processes without negatively impacting the environment. In general, the Committee's recommendations addressed issues of clarification concerning code definitions, requirements for reforestation, replanting requirements including the tree debit/credit system, landscaping and permitting for docks. The Committee also recommended incentives to provide a lower level of required project review, modifications to the review thresholds for projects to reduce the number that would require Board approval, establishment of a staff administrative review process for smaller projects (ASAP), and other minor clarifications to streamline the review process. The Committee's final recommendations were accepted by the Board in October of 2006, and implementation has been completed through a series of subsequent Land Development Code changes that have been approved by the Board.

One area that was discussed by the Blue Ribbon Committee, but did not conclude in a recommendation to the Board, was the establishment of a concept plan approval process for proposed projects. The Committee could not reach a consensus recommendation in this area; however, staff was provided several concepts and possible approaches to developing and implementing a concept plan review and approval process. Utilizing the direction provided from the Blue Ribbon Committee and with the approval of the Board, staff drafted a two track review process. The two track review process includes a Concept Plan and a Final Design Plan track. After the two track review process was reviewed by the GEM Citizen's User Group, consultants and other frequent users, and the Planning Commission, the Board adopted the proposed Ordinance to implement the Concept Plan and Final Design Plan track review processes on October 12, 2010. It is anticipated these revisions to the County's subdivision and site and development plan review process will result in an overall reduction of review timeframes for proposed development projects.

With regard to the area of public information enhancements, a comprehensive review of the Department's website has been completed by staff. This process has resulted in the implementation of additional interactive forms and applications, deletion of redundant information, and review of all information to ensure consistency in presentation and between divisions and programs. The Department's customer reception lobby has been rearranged to provide the public with additional computer access, the reception counter has been modified to remove "perceived" barriers between staff and customers, the electronic locks on the lobby doors have been deactivated to allow unencumbered access, and a customer service commitment pledge has been posted outlining specific and measurable standards for customer service.

In an effort to address the perceived issue of inter-divisional inconsistency with regard to interpretation and implementation of the County's Land Development Code, several initiatives have been implemented. Under the coordination of the Director of Permit and Compliance Services, a staff permitting consistency memorandum has been developed and distributed to staff. The memorandum addresses such issues as internal routing of applications, review procedures and requirements for small projects, permit review fee assessment, and other issues of internal procedural coordinate. The document is updated as needed and redistributed to staff. Key staff members from each division in the department meet on an "as needed" basis to review the document, discuss proposed revisions, and approve modifications. The division directors

outline any proposed changes to the memorandum during staff training in advance of implementation. The initial exercise of developing the permitting consistency memorandum identified several internal inconsistencies, and has subsequently served as a valuable training tool for staff, thus enhancing overall customer service delivery.

Staff training is one of the primary ongoing activities anticipated to have the most significant impact of customer service delivery. The primary emphasis is on cross-training between the divisions and programs. Wednesday mornings from 8:00 to 9:30 am are utilized by the Division Directors and program managers to conduct staff meetings and trainings. The regularly scheduled Wednesday morning meetings are also utilized to discuss projects that are currently under review, discuss upcoming and proposed changes to the Land Development Code, outline revisions to the Department's permitting consistency guidelines memorandum, identify and discuss areas of internal inconsistency, discuss changes to state-mandated local growth management related activities, and other procedural and administrative matters as needed.

In summary, staff anticipates that the implementation of the proposed project manager approach in conjunction with current project coordination activities, customer service delivery enhancements and process improvements, will serve to further the Department's commitment to exceptional customer service as outlined in the "Customer Service Pledge" which is displayed in the GEM lobby (Attachment #1). Additionally, the completed, ongoing, and proposed process and procedural revisions and enhancements noted in this item will also result in the further streamlining of the project review and approval process resulting in an overall reduction in the associated timeframes. Furthermore, the proposals outlined in this item can be accomplished with current staffing levels and without any impact to the County's budget.

Fiscal Impact:

This item has no fiscal impact to the County.

Options:

1. Authorize the implementation of the proposed project manager at GEM and accept the status report on other ongoing customer service enhancements to enhance customer service delivery as well as further streamline and facilitate the development review and permitting processes.
2. Do not authorize the implementation of the proposed project manager at GEM and do not accept the status report on other ongoing customer service enhancements to enhance customer service delivery as well as further streamline and facilitate the development review and permitting processes.
3. Board Direction.

Recommendation:

Option #1.

Attachment:

1. GEM Customer Service Pledge



Our Customer Service Pledge

The Department of Growth and Environmental Management (GEM) is committed to providing exceptional customer service. To ensure this level of customer service, we are committed to:

- Limiting the wait time for customers in our lobby;
- Providing a Service Advisor (SA) from each of the Department's program areas to assist walk-in and telephone customers; and,
- Returning voicemails within 24 hours of receipt, with the goal of returning them the same business day of receipt if possible.

As Department Director, I am committed to ensuring that your experience with us is productive and pleasant. To maintain this goal, the Department's management team is constantly striving to improve customer service. Therefore, should you have a suggestion that could improve our services, or if you feel you have received less than exceptional customer service, please let me know.

Thank you,

David McDevitt
606-1346
McDevittD@LeonCountyFL.gov

Board Retreat, Agenda Item #6
December 13, 2010

Title:

Ongoing Major Board-Assigned Projects

Staff:

Parwez Alam, County Administrator

Issue Briefing:

Following is a summary list of ongoing major projects assigned by the Board, which are currently incomplete and will require continued staff resources in FY 2010/2011. Staff will be available at the Board Retreat to respond to questions Commissioners may have regarding these projects.

Culture and Recreation

- Apalachee Regional Park Entrance Road Design (Parks and Recreation)
- Branch Libraries – Planning, Design, Construction (Facilities, Library, MIS, Sustainability)
 - Eastside Branch – New Construction of a LEED Gold Certified Building
 - Woodville Community Branch - Expansion
 - Northwest (Lake Jackson) Branch – Expansion
 - Northeast Branch - Expansion
 - Dr. B. L. Perry, Jr. Branch – Expansion
- Fred George Greenway/Park - Development (Parks and Recreation)
- Greenway Management Plans Review(Miccosukee and J.R. Alford Greenways) (Parks and Recreation)
- Loop Trail to the Sea – Coordinate with partners in the development of a cycling/hiking trail from Tallahassee, including Cascades Park, south to St. Marks, west to Panacea, up to Sopchoppy, down to Carrabelle, and back to Tallahassee (Parks and Recreation)
- Miccosukee Greenway Walking Trail (Parks and Recreation)
- Miccosukee Park Baseball/Football Field Renovations (Parks and Recreation)
- NCAA Division 1 Men’s and Women’s Cross Country South Regional - Coordination (Parks and Recreation)
- Okeeheepkee Area Park Improvements – Construction (Parks and Recreation)
- Pedrick Pond Park Walking Trail (Parks and Recreation)
- St. Marks Headwaters Greenways Design (Parks and Recreation)
- Tower Road Park Comfort Station – Design and Construction (Facilities)

General Government

- Energy and Resource Conservation and Sustainability
 - American Recovery & Reinvestment Act – Identify and pursue funding. Implement \$1.17 million of stimulus funds for energy conservation, employee education and development of conservation strategy (Sustainability)

- Community Gardens – Coordinated implementation of garden infrastructure and community engagement (Sustainability, Public Works, Facilities, Cooperative Extension)
- Energy Conservation Measures – Continue to implement phases II and III of the ESCO project (Energy Savings Contract) (Sustainability, Facilities)
- Leon Energy Assistance Program (LEAP) – Research, design, implement (Sustainability)
- Rain Water Cistern – Design and implement a 20,000 gallon rain water capture system at Cooperative Extension (Sustainability, Facilities)
- Solar Farm – Explore opportunities for large scale renewable energy at the Solid Waste Facility (Sustainability, Solid Waste)
- Solar Opportunities on County Facilities– Identify and implement (Sustainability, Facilities)
- Sustainability Task Force - Develop and provide staff support (Sustainability)
- Vehicle Idle-reduction Campaign – Develop and implement (Sustainability, Fleet)
- Growth and Environmental Management (General)
 - Countywide Minimum Environmental Standards Implementation (GEM, County Attorney, Public Works)
 - Land Development Code - Proposing expanded requirements and criteria to be added to the Land Development Code to address the issues associated with the interconnection of new developments, expansion of opportunities for on-street parking, and implementation of low-impact development practices including associated criteria and standards. (GEM)
 - Legal support for a variety of Development Review matters (County Attorney)
 - Project Manager Concept Implementation (GEM)
 - Subdivision and Site and Development Plan Review Regulations, Implementation of Concept Plan and Final Design Plan Approval Track (GEM)
 - Zoning – Mahan Gateway Node - Drafting new zoning regulations and companion design standards to implement the Mahan Gateway Node comprehensive plan amendments approved by the Board. (GEM, Planning)
- Human Resources (General)
 - Employee Health Insurance - RFP development (Human Resources)
 - Group Health Insurance Consortium with School Board and City of Tallahassee (County Attorney)
 - Health Care Reform Review and Implementation (Human Resources)
 - Human Relations Advisory Committee – Provide staff support (Human Resources)
 - Joint Board and Constitutional Office 457 Deferred Compensation Program Review (Human Resources)
 - Joint Dispatch Staffing and Personnel Review and Implementation (Human Resources)
 - Project SEARCH (employment assistance for disabled residents) (Human Resources)

- Wellness Works Program – Program implementation (Human Resources, Risk Management, representation from County offices)
- Electronic Open Enrollment and Self-Service Benefit Information System (Human Resources/MIS)
- Information Technology (General)
 - Banner Financial Self Service Module – Installation completed for the Clerk. The Board will be deploying in FY 10/11 (MIS)
 - Electronic Time Sheets for the Board – Implementation is planned for 3rd Qtr of FY 10/11; this is dependent on HR staff availability (MIS)
 - Mobile Work Order Management for Public Works, Facilities, Growth Management - Public Works' Mosquito Control deployed 12 units in FY 09/10 and Parks & Recreation deployed 2 units; Facilities will be testing mobile units in FY 10/11; and Growth Management continues using over a dozen mobile units within the Building Inspection program.
 - Virtualized Desktop Environment for User PCs – 100 units have been deployed in Probation, Pre-Trial, OMB, and select other locations. 400 units anticipated for the public PCs in FY 10/11.
- Legal Matters (General)
 - Buck Lake Road Widening Project (Davis Drive to Pedrick Road) Joint Project Agreement has been entered into with the City of Tallahassee regarding Buck Lake Road Utilities Relocation. (County Attorney)
 - Discussions with the Department of Environmental Protection regarding Lake Talquin Water Quality Studies Findings. Staff met with DEP in mid-November, and DEP will be issuing the TMDL for Lake Munson basin shortly. The EPA released its criteria November 15, 2010, for all surface waters and lakes in Florida. Staff is examining its impacts to Leon County. (County Attorney)
 - Honest Services Presentation to the Board of County Commissioners and Senior Management Staff to be scheduled (County Attorney)
 - Leon County's Permit Challenge to the Engelhard Plant with the Georgia Environmental Protection Department is pending – awaiting response from Georgia EPD *Leon County v. Georgia EPD*; complaint filed in Georgia State court. Environmental Protection Department has conceded that permit should be renewed, allowing Leon County to participate. Meeting held in Tifton, Georgia, with Georgia EPD representatives who are now reviewing permit application; Leon County has filed comments. (County Attorney)
 - Litigation Against the FHFA Regarding Fannie Mae and Freddie Mac Issues Concerning the Leon County Energy Improvement District (PACE) Financing Program. The lawsuit was filed in October as authorized by the Board. FHFA filed a motion requesting that Leon County's case be consolidated with all the other cases from around the country into the Northern District of California federal court. Leon County filed our objections to that, as have the other Plaintiffs, and the matter is currently pending. In addition, we have agreed to an extension of time for the Defendants to file an answer in our case due to the pendency of motions to dismiss that are set for hearing in a couple

- o of the California cases that may provide some guidance on our issues as well. (County Attorney, Sustainability)
- o Killlearn Lakes drainage permitting authority. Board adopted Resolution for Acquisition of Property by Eminent Domain for Killlearn Lakes Stormwater Improvement Project. Lawsuit is being prepared for acquiring the abandoned residential property in question and is expected to be filed this year. (County Attorney)
- Leon County Research and Development Authority
 - o Continue to provide staff support to the Authority, consistent with the terms of the Interlocal Agreement, through March 2011.
- On-Site Treatment and Disposal Systems
 - o Phase I Feasibility Study – Provide oversight of the contract with Lombardo & Associates, in coordination with the City of Tallahassee and Wakulla County (Health Department, County Administration, Public Works, Growth Management, County Attorney)
- Leon County Research and Development Authority – Continued Support through the Interlocal Agreement (County Administration, MIS, PIO)
- Outreach to the Public
 - o Information Display Boards – Installation (MIS)
- Planning (General)
 - o County Corridor Management Program - Right-of-Way preservation development (Planning)
 - o Evaluation and Appraisal Report (EAR) – Implementation (Planning, Public Works relative to Solid Waste, Parks and Recreation and Transportation Elements)
 - o Fairgrounds Redevelopment (Planning)
 - o Multimodal Transportation District Implementation – Complete the necessary land development code provisions; City Commission anticipated adoption – November 23, 2010 (Planning)
 - o Timberlane Road Area Bicycle and Pedestrian Plan – Develop (Planning)
- Public Works (General)
 - o Buck Lake/Nabb Road Intersection Improvement (Public Works)
 - o Buck Lake/Walden Road Intersection Improvement (Public Works)
 - o Canopy (Welaunee) Linear Infrastructure Variance and JPA (Public Works)
 - o County Acquisition of Roads and Drainage Systems (CARDS) Program – Bushy Creek (Public Works)
 - o CDBG Grant Projects – Timberlake Subdivision; Fairbanks Ferry; and Selena Road (Public Works, Administration)
 - o Community Safety & Mobility (Deer Lake Road from Killlearn Lakes Elementary School to Chadwick Way; Kinhega Drive from Thomasville Road to Deer Lake Road (Public Works)
 - o Crosswalk at the Moon (Public Works)
 - o Design Manual for Development (Growth Management, Public Works)
 - o Intersection & Safety Improvements (Beech Ridge Trail Intersection (Public Works, County Attorney); Buck Lake Road Intersection (Public Works, County Attorney); Lafayette/Magnolia Intersection; Meridian/Rhoden Cove

- Intersection; Old St. Augustine/Blairstone Intersection; Pullen/Old Bainbridge; Tram Road/Galle Avenue (Public Works)
- Killlearn Lakes Plantation Roadway Issues (Public Works)
- Private Subdivision Access Issues (Public Works)
- Road Resurfacing Program (Public Works)
- Roadway Speed Signs Studies (Public Works)
- Roadway Projects (Bannerman Road at Bullheadly Road Intersection Improvements; Bannerman Road at Tekesta Drive Intersection Improvements; Bannerman Road Corridor Study; Natural Bridge Road Bridge; North Monroe Turn Lane; Intersection at Talpeco and US 27; Springhill Road Bridge Repair) (Public Works)
- Sewer Expansion Issues – Southside, Woodville and Harbinwood (Public Works)
- Two-Thirds Projects –Linene Woods; Terrebon; Windwood Hills (Public Works)
- Water Quality Enhancements (Blueprint 2000) (Lake Heritage Outfall; Lake Munson Dam Replacement; Sharer Road Outfall Stabilization) (Public Works)
- Welcome Signs, Entrance Roads into Leon County (Public Works)
- Design Manual for Development (Public Works, Growth Management, Planning)
- RFPs and Award Bids for Debris Removal and Debris Monitoring Services for a five-year term (Public Works)

Health and Safety

- Fire/EMS Consolidation – Address Operational Considerations (County Administration, EMS)
- Fire Services Fee - Implementation (County Administration, OMB, County Attorney)
- Justice Information System Enhancements for the Leon County Justice Community (specifically mental health systems, e-filings, electronic document management, and jail management) (MIS)
- Killlearn Lakes Sewer Project – Provide continuing support (Public Works)
- Public Safety Complex – Planning, Design, Construction (County Administration, Facilities Management, MIS, EMS, County Attorney)
- Public Safety Communications Board Support (County Administration, County Attorney, OMB, Facilities Management, MIS)
- Public Safety Complex Management Agreement for Joint Ownership/Operation - Development – County Administration, Facilities, MIS, County Attorney
- Regional Air Pollution Report – Develop with assistance from the County’s Science Advisory Committee (GEM)

Solid Waste

- Anti-Litter Program – Develop in coordination with the City’s program (Solid Waste)

- Approach City on Partnering in the Renewal of the Interlocal Agreement and Jointly Bidding the Curbside Collection Franchise Agreement (Solid Waste)
- “Green Yarders” yard debris public education campaign (Solid Waste, Cooperative Extension)
- Household Hazardous Waste Remote Collection Events (Solid Waste)
- Iron Groundwater Contamination Remediation - Planning (Solid Waste)
- Regional Glass Recycling Working Group – Participation (includes participants from Georgia and Alabama; Representative Vasilinda has attended one of the meetings) (Solid Waste, Sustainability)
- Sharing TREE – Partner with the Leon County School Board, Sustainable Tallahassee and Goodwill to Create, Market, and Implement the School Teacher Supply Store (Solid Waste)
- Sustainable Tallahassee Recycling Committee (Solid Waste)
- Waste Reduction, Reuse and Recycling – Develop internal policy (Solid Waste, Sustainability)
- Waste Stewardship Model – Develop public education tool (Solid Waste)
- Yard Debris Management Program – Develop in response to changes in Marpan Recycling’s operating procedures (Solid Waste)
- Preparation for Interlocal Agreement with the City of Tallahassee and Bid Awards for Solid Waste Pick-up and Disposal to Meet the State’s Recycling Goals (Solid Waste)

Stormwater

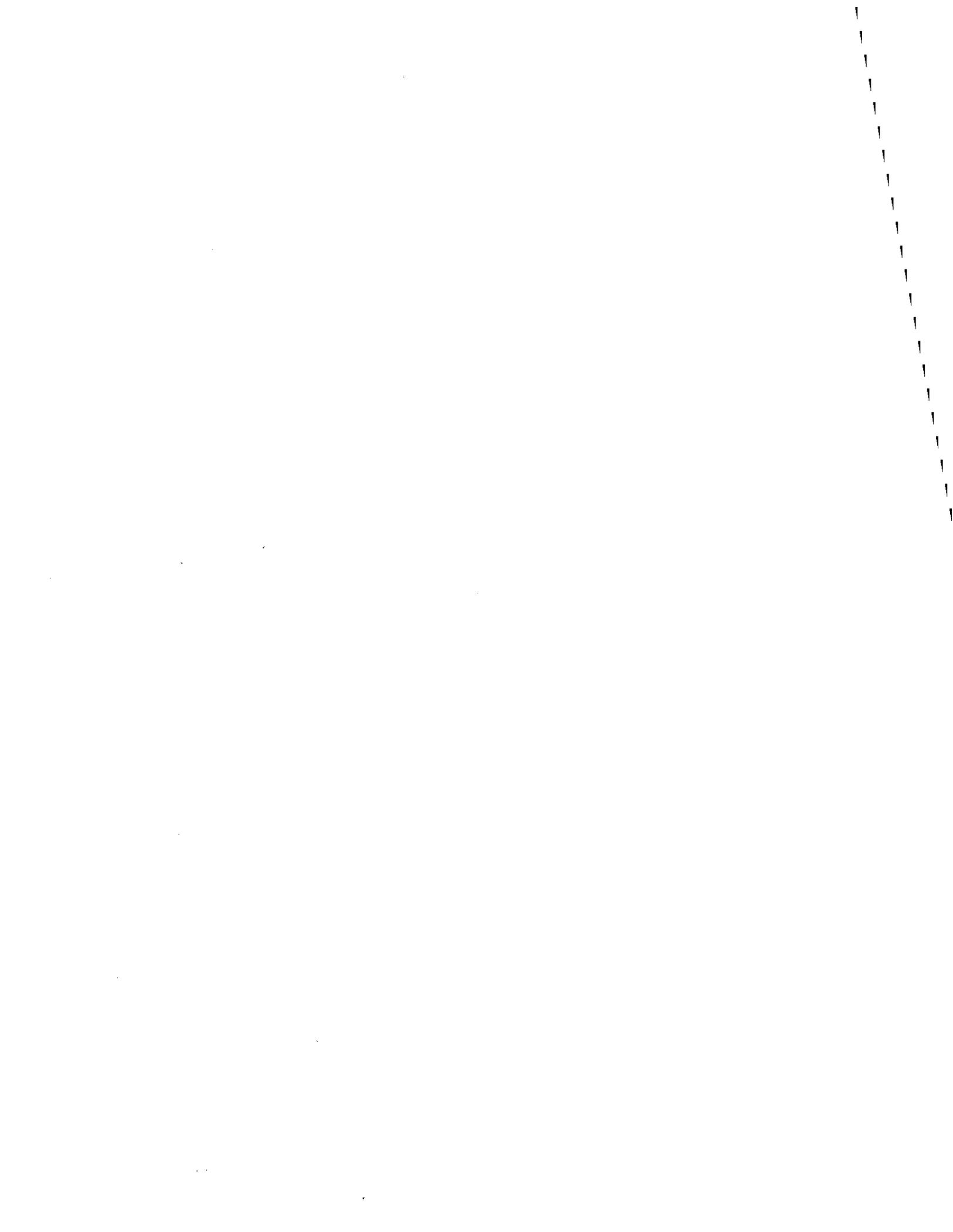
- Bradfordville Pond 4 Outfall Stabilization (Public Works)
- Bradfordville Pond 6 Operations (Public Works)
- Killearn Acres Flood mitigation (Upper and Lower) (Public Works)
- Killearn Lakes Plantation Stormwater and Drainage (Public Works)
- Lafayette Street Stormwater (Public Works)
- Lakeview Bridge; Lexington Pond Retrofit (Public Works)
- Longwood Subdivision Retrofit; Okeehoopkee/Woodmont Pond Phase 2 (Public Works)
- Revising stormwater regulations to implement volume control, 100-year rate control, and establishing applicable low-impact development criteria (GEM)
- TMDLs for Lake Munson and other water bodies (County Attorney, Public Works)
- Tropical Storm Fay Projects (Alexandrite Court, Autumn Woods, Ben Boulevard, Edenfield/Barfield Roads Area, Edinberg Estates, Hawkbill Court, Killearn Acres III, Lakeview Drive, Lawndale Drive, Maylor and Taylor Roads, Park Hill, Portsmouth Circle/Apalachee Parkway, Raymond Tucker Road, Salamanaca and Palencia, Southbrooke/Otter Creek/Chadwick/Wildlife, Sunflower Road, Surrey Farms Subdivision) (Public Works)

Options:

1. Accept staff's list of ongoing major projects assigned by the Board, which are currently incomplete and will require continued staff resources in FY 2010/2011.
2. Do not accept staff's list of ongoing major projects assigned by the Board, which are currently incomplete and will require continued staff resources in FY 2010/2011.
3. Board Direction.

Recommendation:

Option #1.



D. Step 2 – Updates on the FY 09/10 Board Retreat Priorities - County Administrator

General information is provided within the Board Retreat materials; the Board may ask questions, request a presentation or discuss related issues

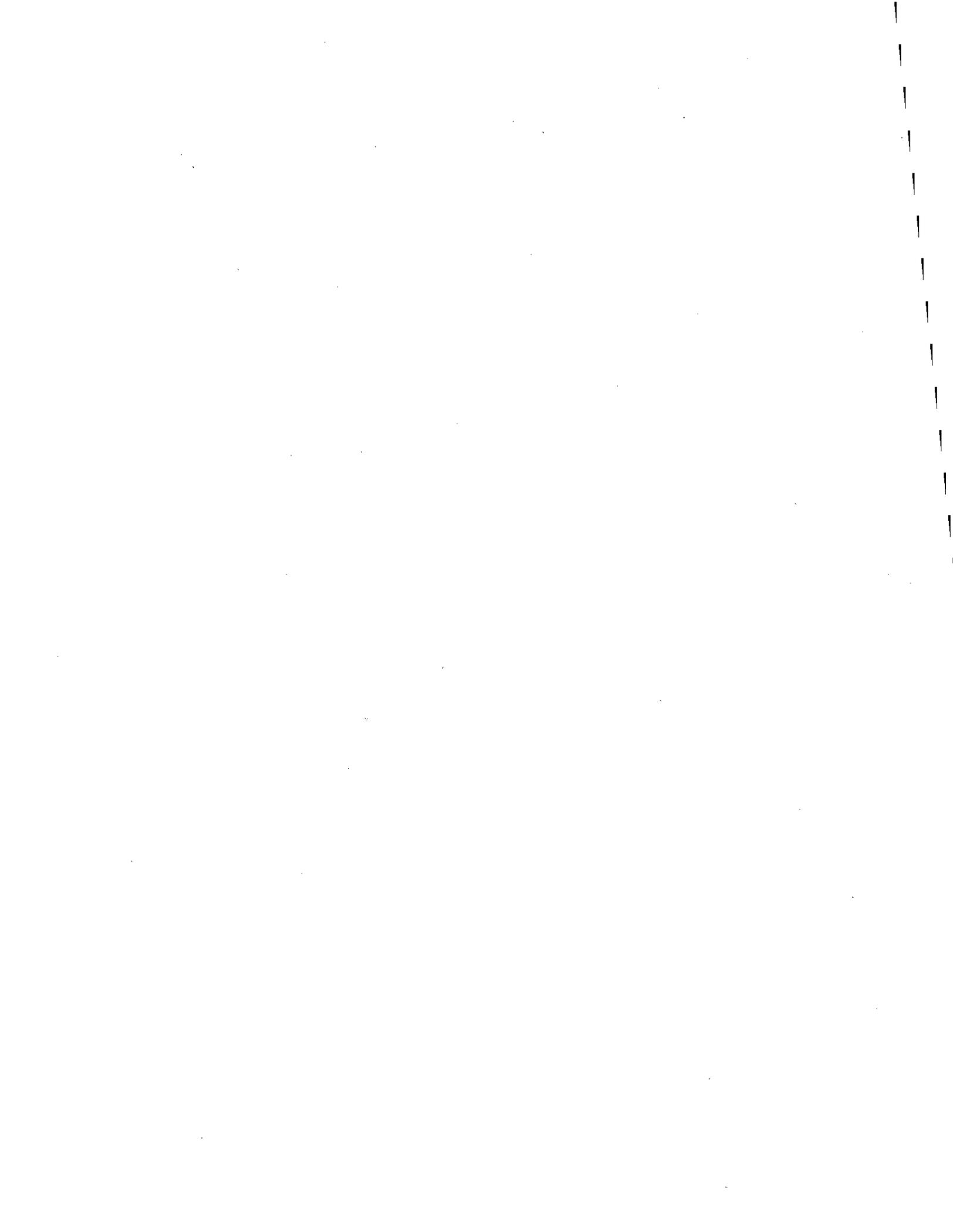
General Information Regarding Board Priorities

Prior Board Retreat Priorities

FY 09/10 Board Retreat Priorities

Agenda Items, Updates on the FY 09/10 Board Retreat Priorities

7. Priority #1 - Economic Development, Business Incubators at Innovation Park, Microlending, Focus EDC Efforts on Supporting Entrepreneurship, Innovation, Manufacturing – Ken Morris
8. Priority #2 - Climate Change and Sustainability, Solar Power, Joint Community-wide Climate Action Plan – Maggie Theirot
9. Priority #3 - Protection of Water Bodies Countywide and Development of Countywide Stormwater Standards – David McDevitt, Tony Park, Homer Rice, Alex Mahon, Wayne Tedder, Kim Dressel, Shington Lamy
10. Priority #4 - Comprehensive Program to Address Recidivism Reduction, County Re-entry Program for Inmates, and Diversion, Including Youth Programs – Ken Morris, Wanda Hunter
11. Priority #5 - Revenue Diversification – Scott Ross
12. Priority #6 - Southside Strategy – Wayne Tedder, Ken Morris
13. Priority #7 - Functional Consolidation – Vincent Long, Alan Rosenzweig, Shington Lamy
14. Priority #8 - Fire/EMS & Joint Dispatch Facility – Vincent Long, Alan Rosenzweig
15. Priority #9 - Primary and Mental Health Care for the Uninsured – Candice Wilson
16. Priority #10 - Increasing Citizen's Input – Jon Brown



Prior Board Retreat Priorities - Eight Year History

	FY 01/02	FY 02/03	FY 03/04	FY 04/05	FY 05/06	FY 06/07	FY 08/09	FY 09/10
#1	Stormwater Issues	Emergency Medical Services	Water Quality/TMDL Standards	Economic Development	Address Consolidation of Law Enforcement and Emergency Response Dispatch	Economic Development	Economic Development	Economic Development
#2	Economic Development	Economic Development	Joint Dispatch/Emergency Operations Center (EOC)	Leon County Jail Issues	Enhance Primary Healthcare for the Uninsured	Performing Arts Center	Climate Change and Sustainability	Climate Change and Sustainability
#3	Jail Population Management	Consolidation City/County Government	Leon County Charter Amendment (Stormwater)	Health Care	Develop a Comprehensive Community Energy Policy	Jail Diversion Programs	Revenue Diversification	Protection of Water Bodies Countywide
#4	State Funding Cutbacks	Stormwater Regional Solutions	Protection of North Florida Water Resources	Total Maximum Daily Load (TMDL) Standards	Implement a County-wide Lake Protection Program	Functional Consolidation	Southern Strategy	Comprehensive Program to Address Recidivism Reduction
#5	Southern Strategy	Resolution of City/County issues (Tram Road Sprayfield, CRA, Gum Road Transfer Stations)	Economic Development	Joint Dispatch/Emergency Operations Center	Construct a Library branch in the Woodville Community	Southside Senior Center	Wakulla Springs Protection	Revenue Diversification
#6	Code of Ethics	Eliminate Fire MSTU	Elimination of EMS MSTU	Charter Amendment regarding Countywide stormwater	Address Impacts from Sprayfield Irrigation and other Pollutants on Wakulla Springs	Carry-over: Joint Dispatch Facility	Countywide Stormwater Standards	Southern Strategy
#7	Joint Dispatch and Emergency Operations Center	Create Youth Centers	Women's Health Center on Southside	North Florida Water Resources	Pursue Redevelopment of North Florida Fairgrounds Property	Carry-over: Woodville Branch Library	Functional Consolidation	Functional Consolidation
#8	Charter Government	Jail Population Management	Community/Teen Centers	Women's Health Center	N/A	Carry-over: Redevelopment of North Florida Fairgrounds	Fire/EMS Merger & Joint Dispatch Facility	Fire/EMS Merger & Joint Dispatch Facility
#9	Comprehensive Plan Reform	Southern Strategy	Funding for 90 East (Mahan Drive) to I-10	Community and Teen Centers/Programs	N/A	Carry-over: County-wide Lake Protection Program	Primary & Mental Health Care for the Uninsured	Primary & Mental Health Care for the Uninsured
#10	Children's Issues	Comprehensive Plan Reform	Southern Strategy	Funding for Hwy. 90E. to I-10	N/A	N/A	Increasing Citizen Input	Increasing Citizen Input
#11				Southern Strategy	N/A	N/A		

County Commissioners
 Chairman Bob Rackleff, District 5
 Vice-Chair John E. Dalley, District 3
 Bill Proctor, District 1
 Jane G. Sauls, District 2
 Bryan Desloge, District 4
 Cliff Thaeff, At-Large
 Akin Akinyemi, At-Large

LEON COUNTY

BOARD OF
 COUNTY COMMISSIONERS

2009 - 2010



Economic Development

Business Incubators at Innovation Park,
 Micro Lending,
 Focus EDC Efforts
 on Supporting
 Entrepreneurship,
 Innovation and
 Manufacturing



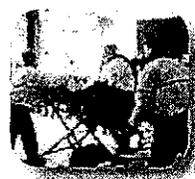
For more information, please contact Leon County Administration at (850) 606-5300 or visit www.LeonCountyFL.gov.



Climate Change and Sustainability
 Solar Power, Joint
 Community-wide
 Climate Action Plan

Revenue Diversification

Evaluate opportunities to enhance County revenue to provide a high level of service to the residents of Leon County.



Fire/EMS Merger & Joint Dispatch Facility

Continue to evaluate and pursue ongoing opportunities to realize improved efficiency service delivery and cost savings through consolidation of public safety operations.

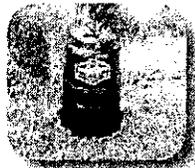
Protection of Water Bodies

Countywide
 Includes the
 Development
 of Countywide
 Stormwater
 Standards.



Southern Strategy

Evaluate zoning that protects neighborhoods while overcoming the impediment to growth in Southside.



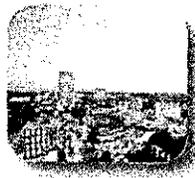
Primary & Mental Health Care for the Uninsured

Continue to provide primary and mental care services to uninsured County residents through community partnerships.



Comprehensive Program to Address Recidivism Reduction

Re-entry Program for Inmates, Diversion and Youth Programs.



Functional Consolidation

Continue to evaluate County and City services that can be consolidated to provide for more effective and efficient delivery of services.

Increasing Citizen Input

Enhance the opportunities for County residents to provide input and ideas for improving County programs and services.



Board Retreat, Agenda Item #7
December 13, 2010

Title:

Update on FY 09/10 Board Retreat Priority #1, Economic Development, Business Incubators at Innovation Park, Microlending, Focus EDC Efforts on Supporting Entrepreneurship, Innovation, Manufacturing.

Accomplishments to Date:

- For 30 years Leon County, in partnership with Florida State University (FSU), Florida A&M University (FAMU) and other partners, have operated, managed, and controlled Innovation Park. Innovation Park is a 208-acre research park that is home to some of the County's leading research industries including the FAMU/FSU College of Engineering, National High Magnetic Field Laboratory, and a number of technology based small businesses. Innovation Park houses a business incubator in association with FAMU.
- The Targeted Business Pilot Program (TBPP) was created jointly between the County and City of Tallahassee in 2001 to attract high wage, targeted businesses to the community. The TBPP provides for the reimbursement of up to 100% of development (permit) fees and ad valorem taxes (capped at the City's millage rate) to qualifying local businesses that locate in designated economic growth areas and meet job creation goals.
- In 2002, the Board led the legislative effort to create the Tallahassee-Leon County Enterprise Zone (EZ), which is approximately 20 square miles. It offers significant state-based tax incentives to property and business owners within the EZ boundaries that renovate homes, create jobs, and/or expand businesses. These incentives include rebates of state sales tax paid for equipment and construction materials and a state tax credit for increases in local property taxes due to property improvements.
- Through Tax Increment Financing (TIF) payments, the County has provided over \$10 million to the Community Redevelopment Area (CRA). The CRA governing body is comprised of five City Commissioners and four County Commissioners. In addition, the Board dedicated \$10.7 million of the County's 10% share of the sales tax extension funding to the Gaines Street Reconstruction Project and in 2004, the Board levied the fourth cent Tourist Development Tax for the construction of the Performing Arts Center.
- Since 1995, the County has contracted with Tallahassee-Leon County Economic Development Council (EDC) to assist in the creation of high-wage jobs and offering incentives to businesses that seek to relocate into the community. The County contracts with the EDC in the amount of \$199,500 annually.
- The County provides \$25,000 annually to the Qualified Targeted Industry (QTI) program through its contract with the EDC, to leverage state funds to local businesses. Program incentives include refunds on various state taxes and ad valorem taxes.
- In 2007, the Board created Vision 2020, LLC, a private venture fund to provide financial and technical assistance to local start-up and emerging businesses. The Board appropriated an economic grant to Vision 2020 in the amount of \$810,704. Since its creation, the private venture fund has exceeded its fundraising goal of \$2 million, leveraging \$3 for every \$1 dollar provided by the County.

- On October 14, 2008, the Board suspended the assessment of fees for requests to extend environmental permits. The temporary suspension on fee assessments expires on December 31, 2010. The Board also agreed to delay the payment of land use and environmental permitting fees for up to ten sites inside the Urban Services Area and outside the City of Tallahassee targeted for development and identified jointly by the EDC and Growth & Environmental Management staff.
- On February 26, 2009, the Board approved the fast tracking of public projects through the development review, permitting, procurement and right-of-way (ROW) acquisition processes.
- On June 9, 2009, the Board voted to abolish the County's local business tax.
- On October 27, 2009, the Board established Economic Recovery Zones pursuant to the American Recovery and Reinvestment Act to help stimulus investment in economically distressed areas.
- On December 8, 2009, the Board established a Local Preference Ordinance to provide local businesses (based in Leon, Wakulla, Jefferson, or Gadsden Counties) an opportunity to match the lowest competitive bid for construction projects submitted by an out-of-town vendor.
- In April 2010, the County held a Reverse Trade Show to give vendors an opportunity to show County staff what services and products they offer and for the vendors to learn more about the different County departments and their procurement needs.

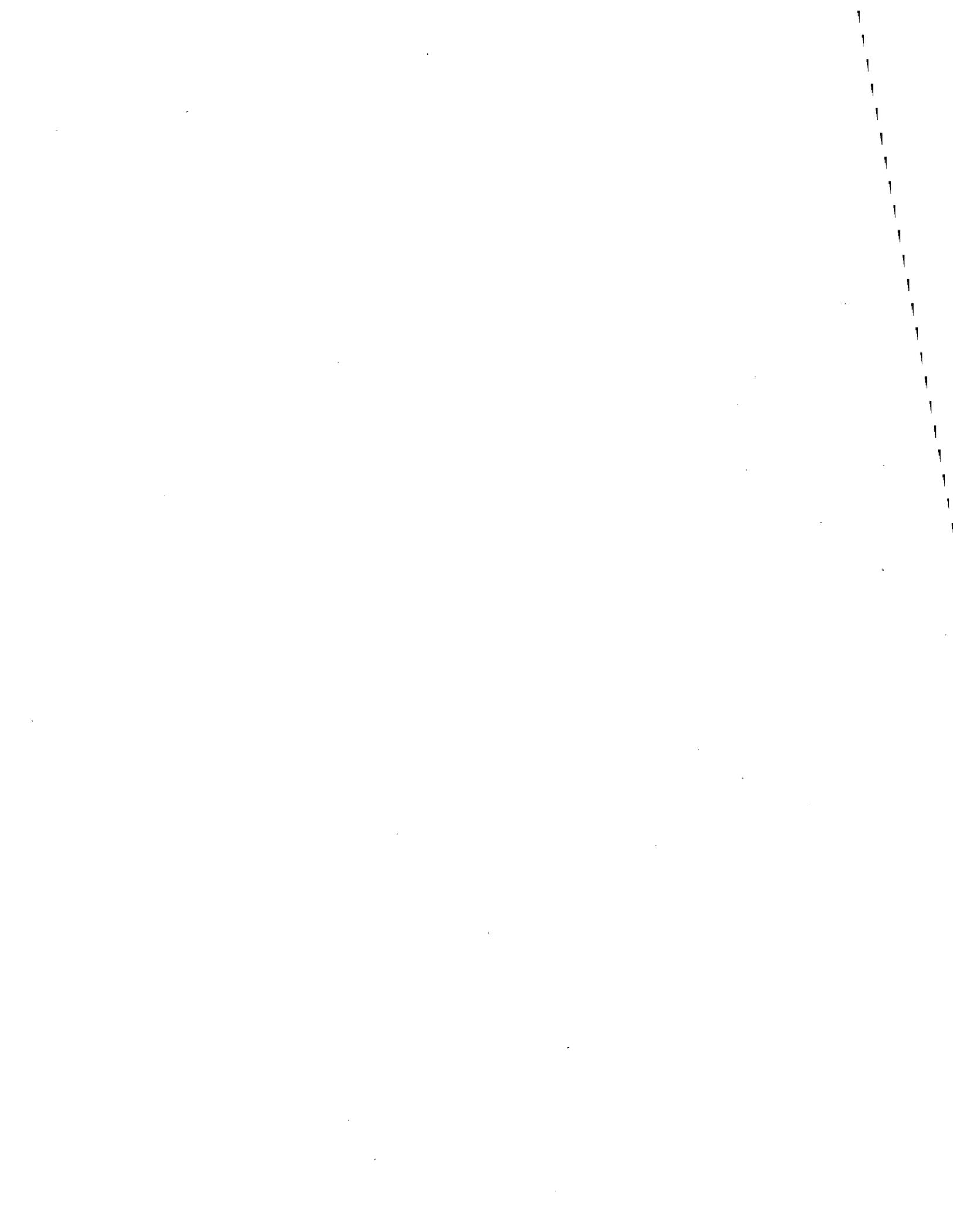
Continuing Efforts:

- Annual Report Presentation by the EDC on December 14, 2010
 - First Focus on Local Business Program
 - EDC received a \$450,000 federal grant for the Entrepreneurial Excellence Program to serve as an incubator to guide entrepreneurs through the most vulnerable stages of business development.
- On October 12, 2010, the Board approved four Resolutions, and dedicated \$238,200 in local matching funds, in support of four companies' QTI applications.
- The County and City combined their \$9.8 million in Recovery Zone Facility Bonds to partner with the private sector for the development of retail and office space on the corner of Monroe and Tennessee Streets.
 - Subsequent to the Board's approval, the developer and lender have encountered several delays in this project.
- Secured over \$20 million in ARRA funds for local projects.
- Staff continues to serve as a designee on the **WORKFORCE** *plus* Reinvest Local Advisory Council to organize efforts relating to employment services and training funded by the American Recovery and Reinvestment Act.
- Vision 2020 quarterly reports

- The Board's FY 2009/2010 budget included \$97.7 million in accelerated capital funding to invest in local infrastructure improvements such as roadways and stormwater systems. The accelerated capital funding provides immediate opportunities for construction job creation/maintenance while the competitive nature of the market is offering reduced pricing for the taxpayer.
- The Board's FY 2010/2011 budget includes \$17.2 million for capital project improvements, 50% of which is dedicated to transportation and 10% to culture and recreation.
 - Based on an analysis by the EDC that takes into consideration previously funded capital projects, the total construction job creation will be in excess of 800 jobs.
- State of the Southern Strategy Report, required every three years by Comp Plan policy, forthcoming end of 2010.
- On April 13, 2010, the Board decided against purchasing the "Flea Market Tract" on Capital Circle Southeast in the amount of \$2.585 million for the future relocation of the North Florida Fairgrounds.
 - In October 2010, the Board directed staff to retain professional services to prepare and conduct market feasibility study for redevelopment of North Florida Fairgrounds. Redevelopment of the current Fairgrounds site is contingent upon state of the economy and the availability to shift existing uses to another site.
- Staff continues to provide administrative support to the Leon County Research and Development Authority at Innovation Park.
- On August 17, 2010, the Board established the County's Frenchtown/Southside Revitalization Citizen Advisory Committee to address poverty, economic development, and unemployment issues in distressed areas.
- Hosted a Small Business Financial Workshop for current and prospective business owners on November 4, 2010.

Future Considerations/Direction:

- To consider the County's role in economic development.
- EDC 2010/11 contract renewal
- A dedicated funding source for economic development. For the past decade, economic development has been identified as one the County's top priorities, however funding has been limited.
- To continue to be a catalyst for new ideas in economic development (i.e. the County's role as a catalyst for the "Green Economy").
- Should alternative locations for the Fairgrounds activities not be found, then Board direction on the redevelopment potential of the site will be necessary.



Board Retreat, Agenda Item #8
December 13, 2010

Title:

Update on FY 09/10 Board Retreat Priority #2, Climate Change and Sustainability, Solar Power, Joint Community-wide Climate Action Plan

Accomplishments to Date:

- Sustainable Communities Summit 2010 - Nearly 400 community members attended the two-day event, with over 30 breakout sessions to choose from. Speakers included well known authors Bill McKibben and John Robbins.
- Courthouse Annex (aka Traffic Court building) renovation – The building exemplifies multiple energy reduction strategies that are anticipated to reduce the energy consumption of the building by nearly 50% annually.
- Parks Recycling – Recycling has been introduced to six County athletic park facilities (Canopy Oaks, Ft. Braden, J. Lee Vause, Chaires, Woodville, and Miccosukee) and five community centers (Woodville, Miccosukee, Chaires, Ft. Braden, and Bradfordville).
- Paper - The Office of Sustainability and the Agenda Coordinator have partnered to make the transition from 30% to 100% recycled paper for all in-house printing efforts of County Administration. An adjustment to the distribution of the Board agenda, by reducing the production of printed paper copies, is resulting in significant resource reduction.
- Sharing TREE (Teachers Reusing Everything for Education) – A Memorandum of Understanding, between Sustainable Tallahassee, the Leon County School Board, Goodwill Industries, and Leon County to divert surplus materials that would otherwise be disposed to reuse in classrooms, has been implemented. These materials are made available free for teachers to use in art classes and as instructional aides.
- Fuel Management System - In partnership with the Fleet Management Division, a Fuel Management System has been implemented. By installing monitoring devices on 220 vehicles, staff can monitor detailed fuel consumption data and target individual vehicles or drivers that are not operating to industry standards.
- Motor Oil - Environmentally friendly motor oil is now used in all applicable county vehicles. The synthetic blend is recycled used oil that is re-refined a second time while also receiving a performance additive. The oil exceeds the toughest standards in North America for quality and is competitively priced.
- Pet Waste Bags – Parks & Recreation provides dispensers in various park and greenway locations to assist pet owners in picking up their pet's waste. Parks & Recreation now provides biodegradable bags in the dispensers. The process of degradation is shortened from hundreds of years to years or even months depending on the microorganisms in the environment.
- ESCO Phase I - Construction and implementation of Phase I of the project consists of 13 Energy Conservation Measures (ECMs) with a minimum guaranteed net-energy savings over a 12-year period, during which time these savings were to cover the cost of the equipment upgrade. The installation of energy saving upgrades to equipment began in January 2006. As a result of these improvements, a total of \$1,717,277 of energy cost has been avoided over the past 56 months.

Continuing Efforts:

- ESCO Phase II (EECBG) - Through a competitive grant award, the Office of Sustainability received \$1.17M for energy efficiency improvements to several county buildings. The funds were part of the American Recovery & Reinvestment Act (stimulus) and will provide upgrades to lighting and controls. By installing more efficient lights, and using occupancy sensors and controls, Leon County will save \$172,000 on annual energy costs.
- ESCO Phase III (BOA HVAC) – In coordination with tenant renovations taking place on the 8th floor of the BOA building, an opportunity was identified to simultaneously upgrade an old heating, ventilation, and conditioning (HVAC) system to a more energy efficient model. The enhancement will result in estimated annual and recurring energy savings of approximately \$15,000. Work is scheduled to begin mid-November and last only four months to allow occupancy of the space under lease by a new tenant.
- Community Gardens - Two community gardens are now established on County owned property. The County provided initial infrastructure such as fencing and irrigation, while members of the community plant and maintain the vegetables and fruit. The first of these gardens is located at the Ft. Braden Library and Community Center, and contains 40 garden plots for individuals to garden.
- LEED certification of the Eastside Branch Library – Leon County proudly broke ground on the new Eastside Branch Library which will be constructed to Leadership in Energy & Environmental Design (LEED) Gold standards. Features of the 12,000 sq. ft. library will include: a solar photovoltaic system, recycled building materials, use of natural day-lighting, and a rain water capture system to irrigate landscaping.
- Utility database – Staff has successfully worked with staff from City Utilities and Talquin to develop an automated data upload report of all monthly utility usage and the 5-year history. The database continues to be refined as a benchmarking and assessment tool.
- Rain water cistern – Design for a 40,000 gallon rain water capture system at the Extension Services office is now complete. Installation will begin December 2010 and is anticipated to be complete by March 2011.
- ‘Stimulus Response Team’ member – Applied for and received \$1.17M for EECBG. Applied for and was unsuccessful in efforts towards the Climate Showcase Communities grant, Clean Energy grant, and the HUD Sustainable Communities Regional Planning grant.
- LEAP - Established the Leon Energy Assistance Program (LEAP) to offer low interest financing for energy efficiency improvements to area home owners. The program is currently in the pilot phase. At the direction of the Board, the County Attorney’s office has filed a federal law suit against the FHFA, Fannie Mae and Freddie Mac.
- Recycling within County buildings – A uniform recycling program has been implemented within the Courthouse, Bank of America and Amtrak buildings. Additional buildings will be added in future years and the associated ‘Recycling 101’ training will also continue.
- Green cleaning – Green cleaning is now implemented in the Courthouse and Bank of America building. The “green” aspects of the service include the cleaning equipment, consumable supplies, and cleaners. Green cleaning will be introduced to all buildings as each custodial contract is re-bid.

- Solar installation on County facilities – After a thorough study of County buildings for solar power potential, the Board has directed solar thermal installation at the Sheriff's Administration building.
- Large-scale renewable energy production – An Invitation to Negotiate (ITN) has been created for large-scale energy production, or “solar farm”, at the solid Waste Facility. Staff will assess responses and provide recommendation to the Board.
- Carbon Credits – Efforts are underway to sell carbon credits associated with the Landfill gas collection treatment system. The County can now earn carbon credits as the gas system destroys methane gas. In turn the credits will be sold on the open market at a profit of \$53,900 annually.
- State mandated recycling goal of 75% - As directed by the Board, staff will prepare an internal policy for waste reduction, reuse, and recycling; approach the City on partnering in the implementation of the recycling goals through renewal of the interlocal agreement and jointly bidding the curbside collection franchise agreement; compile best practices and approaches being considered by other counties and cities and report back to the Board following the closure of the next legislative session; and provide a workshop to discuss mandatory waste collection in the unincorporated area.

Future Considerations/Direction:

- EPA's Energy Star certification – Through the Portfolio Manager software, pursue certification of qualified buildings and work to enhance remaining facilities to also qualify.
- Building automation systems – Assess current capabilities and the status of these systems. Work with providers to make each system fully functional and assess beneficial enhancements.

Board Retreat, Agenda Item #9
December 13, 2010

Title:

Update on FY 09/10 Board Retreat Priority #3, Protection of Water Bodies Countywide and Development of Countywide Stormwater Standards

Accomplishments to Date:

- February 12, 2009 – Conducted First Public Hearing to consider a proposed Ordinance requiring use of performance-based treatment systems (PBTS) within Primary Springs Protection Zone (PSPZ).
- March 19, 2009 – Second Public Hearing to consider proposed Ordinance requiring use of PBTS within PSPZ indefinitely continued.
- April 10, 2009 – Ordinance revisions that (1) establish PSPZ boundaries and (2) eliminates clustering provision for parcels in urban fringe zoning district when district occurs inside PSPZ became effective (approximately 10,763 parcels within PSPZ; Board approved March 19, 2009).
- April 10, 2009 – Comprehensive Plan Policy 4.2.5: [C], which requires the following, became effective: (1) Establish central sewer as preferred method of sewage treatment in PSPZ inside Woodville Rural Community and Urban Service Area and alter policies to enhance requirements for connection to central sewer; (2) Require PBTS when central sewer is not available; (3) Require use of Low Impact Development land planning and engineering design; (4) Develop a Transfer of Development Units system that caps number of units allowed inside PSPZ based on current densities allowed on Future Land Use Map (excluding areas inside USA) and allows those units to be transferred from sensitive areas to Woodville Rural Community; (5) No new designation of Urban Fringe inside PSPZ; (6) In areas designated Urban Fringe inside PSPZ, permit only 1 dwelling unit per 3 acres or Conservation Subdivisions; (7) Set fertilizer content and application rates in PSPZ; and (8) Make protection of environmentally sensitive features in PSPZ a priority for local government.
- May 12, 2009 – Workshop regarding on-site sewage disposal systems held.
- June 9, 2009 – Actions at May 12, 2009 workshop ratified (Health Department designated as responsible management entity for PBTS and traditional on-site treatment systems in the PSPZ; staff to redraft Ordinance consistent with Board actions and to seek Comprehensive Plan amendment to more broadly define PBTS standards; Septic System Loan and Inspection Programs Planning Committee authorized).
- July 14, 2009 – Approved participation with City and Wakulla County in Phase I study of management alternatives for nitrate load associated with septic tanks. RFP is being drafted.
- August 11 and August 13, 2009 – Community meetings at Woodville Community Center regarding proposed, draft PBTS ordinance provisions.
- August 24, 2009 – Staff Report - Proposed Comprehensive Plan Text Amendment PCT100103 - To more broadly define PBTS standards (Existing Standard – NSF 245 demonstrating no more than 10 mg/L Nitrogen at outlet or reduces the effluent Nitrogen concentration by a minimum of 70%; Proposed Standard – A design accepted by the Department of Health.; and local government shall establish by ordinance a Nitrogen reduction treatment standard for PBTS in the PSPZ).
- October 13, 2009 – Public Hearing conducted and fertilizer Ordinance adopted (regulates proper use of fertilizers within unincorporated area; provides maximum fertilizer application rates; provides fertilizer free and low maintenance zones; requires proper training for commercial and institutional applicators; and, provides for certification of commercial and institutional applicators).
- October 13, 2009 – Board did not authorize scheduling of public hearings to consider proposed Ordinance that, if enacted, would have required use of PBTS within PSPZ under certain conditions;

Agenda Item #9, Update on FY 09/10 Board Retreat Priority #3, Protection of Water Bodies
Countywide and Development of Countywide Stormwater Standards

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Septic System Loan and Inspection Program Committee role expanded to include review of the proposed Ordinance; and staff directed to schedule public hearings for March 2010.

- December 8, 2009 – Status report re: PBTS and RFP for services to identify onsite sewage treatment and disposal systems and management options provided to the Board.
- February 9, 2010 – Board approved Septic System Loan and Inspection Program Committee's revised charge under Resolution 10-07, "...reviewing a proposed Ordinance which requires performance-based septic systems within Leon County's Primary Springs Protection Zone under certain circumstances and for providing feedback to staff as to two programs being considered by the Board: (1) a loan program, available to those who are replacing traditional septic systems with performance-based treatment systems within Leon County's Primary Springs Protection Zone; and (2) a countywide septic system inspection program."
- March 23, 2010 – Accepted the Leon County Citizens Advisory Water Resources Committee 2008-2009 Annual Report.
- April 2, 2010 - Comprehensive Plan Text Amendment PCT100103 became effective, removing the numeric criteria for Nitrogen reducing Performance Based Septic Systems from the Comprehensive Plan calling for the criteria to be established in the Leon County Code of Ordinances. This action increased flexibility to allow for a variety of existing and emerging technologies to be used for implementation of the Comprehensive Plan policies calling for use of such systems.
- May 14, 2010 - Wakulla River (Springs) Draft TMDL for nitrate issued.
- July 6, 2010 – Executed contract with Lombardo & Associates, to identify treatment options where central sewer is not available, with funding from Wakulla and Leon counties and the City of Tallahassee. Anticipate report delivery January 2011.
- September 14, 2010 – Board accepted the Septic System Loan and Inspection Program Committee's Final Report, which included the following recommendations: (1) require new development and re-development within the PSPZ where central sewer is not available to use PBTS; (2) if there is a funding mechanism in place, require repairs and modifications within the PSPZ to utilize PBTS; (3) within five years of the ordinance, identify other County areas for wastewater treatment standards for reduction of total nitrogen at least as effective those within PSPZ; (4) as statewide inspection program is being established, a countywide OSTDS inspection program not warranted; and (5) recommendations if a responsible maintenance entity is established. The Board did not direct staff to redraft the Ordinance or to pursue a Comprehensive Plan modification regarding PBTS within the PSPZ.
- November 1, 2010 – Lake Munson Revised Draft TML issued.

Continuing Efforts:

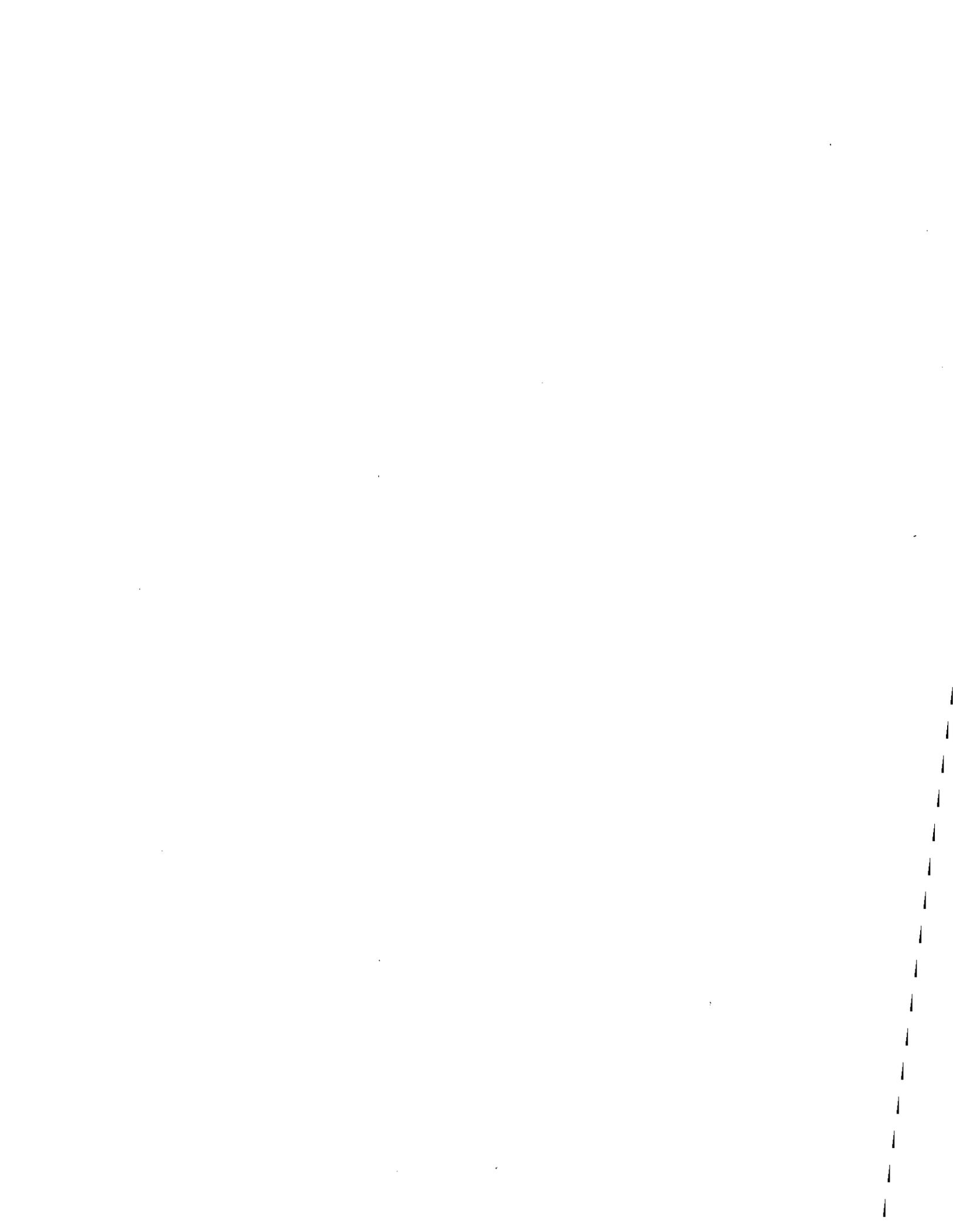
- Phase I Study, regarding on-site treatment alternatives and management options, to be completed.
- Prepare recommendations regarding future proposed Ordinance and/or requests to amend the Comprehensive Plan.
- Additional regulations to be developed that will establish more specific development standards for lands inside PSPZ as implementation of Policy 4.2.5: [C].
- Finalize National Pollutant Discharge Elimination System (NPDES) separate storm sewer system (MS4) permit, for the collection and conveyance of stormwater, which discharges to surface waters of the State.

Agenda Item #9, Update on FY 09/10 Board Retreat Priority #3, Protection of Water Bodies
Countywide and Development of Countywide Stormwater Standards

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Future Considerations/Direction:

- Sources of funding to support on-site treatment alternatives and management options, including potentially the expansion of central sewer within targeted PSPZ areas.
- USEPA-required changes to FDEP drafts statewide increase maintenance, monitoring and capital construction to comply with MS4 permit; significant fiscal impact will result.
- Implementation of the Statewide Septic System Inspection Program will be monitored and implemented as per State rules.



Board Retreat, Agenda Item #10
December 13, 2010

Title:

Update on FY 09/10 Board Retreat Priority #4, Comprehensive Program to Address Recidivism Reduction, County Re-entry Program for Inmates, and Diversion, Including Youth Programs

Accomplishments to Date:

- In recent years, the Board has proactively addressed the County's growing jail population and jail management issues through the Public Safety Coordinating Council.
- Current jail diversion programs include: Drug Court (felony and misdemeanor), Mental Health Court (funded by a three year state grant), Violators of Probation (VOP) Rocket Docket, Mental Health Pretrial release, and Electronic Monitoring (GPS) and Secure Continuous Remote Alcohol Monitoring (SCRAM).
- Hosted a Mental Health Summit on January 20, 2010 (via two advisory committees: the Healthcare Advisory Board and the Mental Health and Substance Abuse Reinvestment Advisory Council) to engage mental health professionals and stakeholders to develop an integrated system of care in Leon County.
- As of November 16, 2010, there were 974 inmates in the Leon County Jail. This is well below the annual average from prior years.

<i>Year</i>	2004	2005	2006	2007	2008	2009
<i>Average Population</i>	1,084	1,087	1,167	1,167	1,151	1,000

Continuing Efforts:

- In January 2008, the County was awarded a three-year \$792,624 grant from the Department of Children and Families (DCF) to implement a mental health pretrial release program, mental health court and probation, and Community Competency Restoration Program.
- The Board has continued to appropriate \$100,000 each year for jail diversion programs. The Board's FY 2010 funds, as recommended by the Public Safety Coordinating Council, provide vary levels of vocational training at the Leon County Jail for nonviolent female inmates. DISC Village provides training and accredited courses through the Florida Department of Education on becoming an office assistant, food/culinary preparation, computer certification training, and a certification in the proficiency of Microsoft Office.
 - DISC Village will partner with the Tallahassee Community College Foundation to identify college-ready individuals that wish to pursue higher education.
 - DISC Village directly provides substance abuse treatment, counseling, and urinalysis testing to help divert participants from engaging in criminal behavior.
 - DISC Village coordinates wrap-around services such as child care, housing, and transportation services for participants upon their release from the jail by collaborating with other area agencies.
- The Board approved a three year commitment, in the amount of \$150,000 annually, to partner with area governmental entities to reopen the Palmer Munroe Community Center as a Teen Center.

Agenda Item #10, Update on FY 09/10 Board Retreat Priority #4, Comprehensive Program to Address Recidivism Reduction, County Re-entry Program for Inmates, and Diversion, Including Youth Programs

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- The mission of the Palmer Munroe Teen Center is to create a positive environment for youth between the ages of 13 and 19, seven days a week. The teen center will focus on restorative justice and youth programming including cultural, vocational, and social opportunities. The restorative justice activities include crime prevention education and interaction with neighborhoods affected by juvenile crime in a community approach that involves the offending teen making restitution to victims. The anticipated benefits and measurable outcomes of the teen center are expected to include academic success (improved grades, increased enrollment, improved disciplinary trends, etc.) and a reduction in repeat juvenile misdemeanor and non-violent offenses.
- On July 13, 2010, the Board approved the County's participation in the U.S. Marshals' Fugitive Safe Surrender Program scheduled for December 8th through 11th, 2010. The program will utilize ministries across the region to reach fugitives with active warrants and provide a "one stop shop" approach for judicial processing in a non-violent environment. This effort will include partner agencies to assist with job placement, dependency, and social services.
- The Board approved \$100,000 in the FY 2011 budget for the Medicaid Substance Abuse Local Match Certification Program to draw down additional federal funds for intervention, recovery, and after care services.
- Continued to fund the 4-H program through Cooperative Extension to provide after school programming for at-risk youth.
- On November 9, 2010, the Board approved the funding and installation of a 211 Big Bend Kiosk to improve Courthouse patrons' access to social service agencies.

Future Considerations/Direction:

- Jail population expected to grow with County population.
- The April 2011 expiration of the court mental health grant. The Board has scheduled a workshop to discuss this program on January 18, 2011.
- State budget cuts constraining all forms of judicial and court staffing.
 - Since FY 2009, the Board allocated for the State Attorney and Public Defender to supplement their budgets for first appearance staff in order to help alleviate jail overcrowding (\$74,000 in FY 2011).
- Counties considering taking over Department of Juvenile Justice (DJJ) functions from the state to save money under Article V requirements. Leon County's estimated FY 2011 payment to the DJJ is \$1.35 million.
- Continued utilization and funding of diversionary programs and the Palmer Munroe Teen Center.

Board Retreat, Agenda Item #11

December 13, 2010

Title:

Update on FY 09/10 Board Retreat Priority #5, Revenue Diversification

Accomplishments to Date:

- On February 26, 2009, the Board approved a Memorandum of Understanding with Wakulla County to deliver solid waste to the Transfer Station, which will generate an estimated \$267,000 in annual revenue.
- During the FY 2010 budget process the Board implemented a Fire Service Fee that will collect \$6.8 million annually.
- Decreased ad valorem taxes by \$11 million over the past two fiscal years.
- At the April 9, 2009 meeting the Board approved a new lease space allocation plan for the Bank of America building estimated to generate \$343,600 per year when all the newly allocated space is leased.
- At the October 13, 2009 meeting, the Board authorized the sale of carbon credits generated from the burning of methane gas at the solid waste facility for an estimated \$53,900; however, since the approval, the Carbon Exchange has discounted the credits at the solid waste facility due to previous flares installed prior to the current recovery system. The County's engineering consultant is attempting to obtain a variance on the discount levied due to the previous recovery efforts. If the variance is not granted it will likely cost more in exchange registration and consulting fees than to sell the discounted credits.
- The County entered into an interlocal agreement with Wakulla County to provide temporary building inspection services. Over the six months of the agreement Wakulla County paid Leon County \$28,753.
- Budgeted \$7.5 million in grant revenue during FY 2010.

Continuing Efforts:

- To expand the Northwest Branch library, the County purchased the Huntington Oaks Plaza. Via a property manager, vacant tenant space are being marketed which will increase rental income. This rental income will be used to off set the additional operating costs of the expanded library.
- The County is continuing to negotiate leases for existing and new tenants at the Bank of America building. This will allow the facility to pay for its operating expenses without general revenue support.
- A pre-feasibility analysis has been conducted, at no charge, to examine the possible carbon credits available via forested parks property and the potential cash flow and carbon credit benefits over a 20-year scenario. Preliminary findings suggest that, if structured correctly, this project could generate an average net benefit of \$9,000 annually after necessary fees and management costs are paid. The project is estimated to net more than \$70,000 in revenue for Leon County over the 20-year period.
- An Invitation to Bid for the generation of power at the solid waste facility has been approved by the Board. This project may have potential energy cost savings or potential revenue, depending upon the outcome of negotiations. Any negotiation reached would be returned to the Board for consideration.
- During the federal and state legislative processes, funds are sought to fund infrastructure and other community needs.

Future Considerations/Direction:

- Implementation of the fifth cent gas tax. This tax would bring and estimated \$1.1 million per cent levied which would have to be shared with the City of Tallahassee. At a 50/50 split the total 5 cents would yield an estimate \$2.75 million annually for each government's transportation programs. Currently, Leon County's Transportation Fund receives \$1.9 million in general revenue support. Without additional gas tax levies this subsidy is projected to grow to \$4.5 million in FY 2015.
- Consistent with the Board's adopted Guiding Principles, increase the non-ad valorem stormwater and solid waste assessments to a level where the funds collected support the services being provide to the community. The current stormwater fee of \$20 levied 1995, and the current solid waste fee of \$40 levied in 1991 do not cover the cost of the programs they support and both programs are subsidized by \$3.2 million and \$1.3 million respectively in general revenue.
- Consideration of implementing the legislated Charter County Transit Tax established during the FY 2009 legislative session.

Board Retreat, Agenda Item #12
December 13, 2010

Title:

Update on FY 09/10 Board Retreat Priority #6, Southern Strategy

Accomplishments to Date:

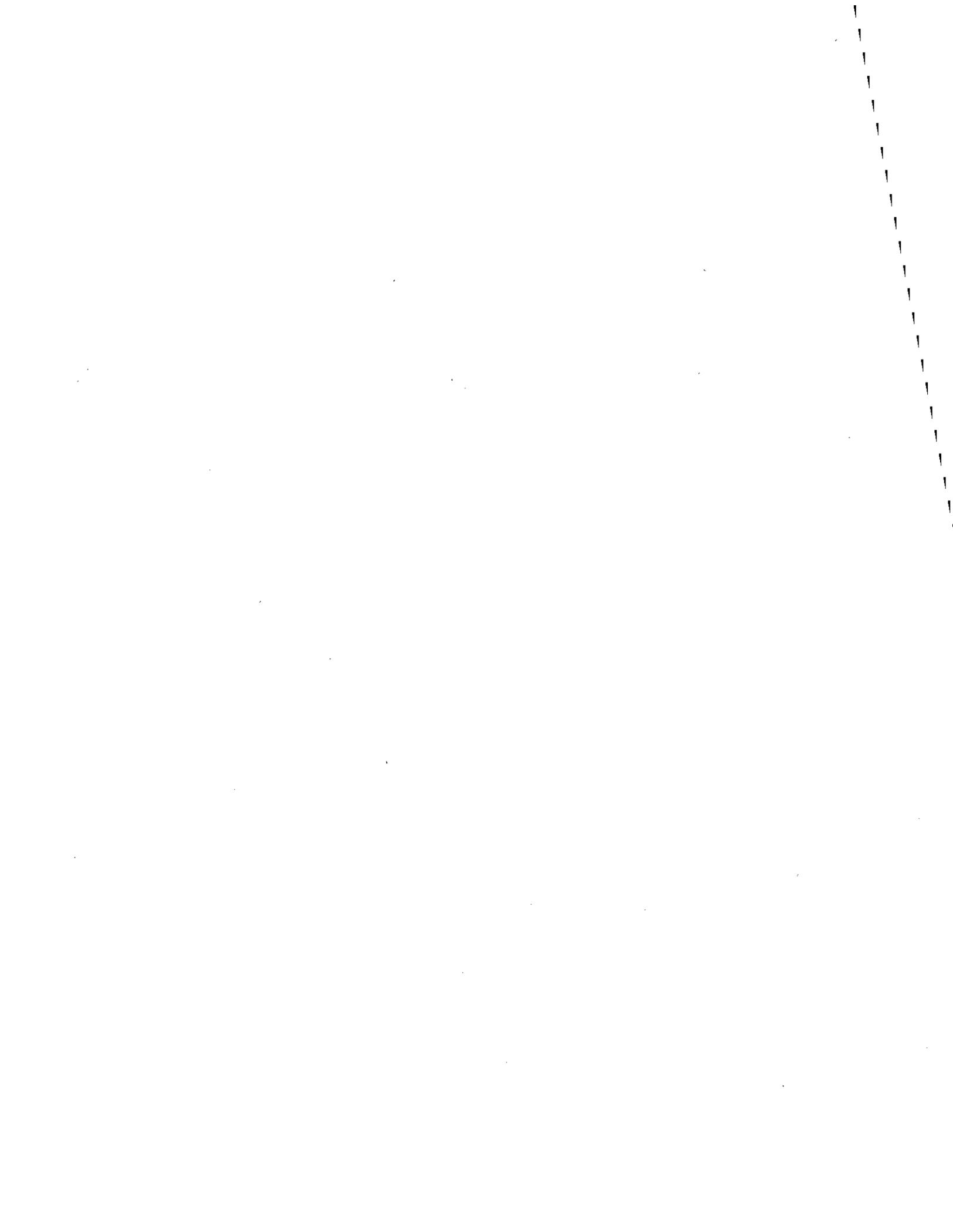
- On October 13, 2009 the Board adopted a Comprehensive Plan amendment that targets the Southern Strategy Area for healthcare industry. This policy became effective January 7, 2010.
- On October 13, 2009 the Board adopted a Comprehensive Plan amendment that expanded the Downtown Overlay District. This policy became effective January 7, 2010. This expansion and complimentary text amendments removed impediments for greater intensities and densities within the Downtown areas that extend into the Southern Strategy Area.
- On January 27, 2009 the Significant Benefit Memorandum of Agreement between the City, County and the Florida Department of Transportation was completed. This agreement allows development to pay their fair share of transportation mitigation impacts and proceed with development. The previous concurrency system required developers to pay for complete roadway improvement projects before being able to develop their property. This practice discouraged development from building to their maximum potential and/or completely stopped new development within the Southern Strategy Area.

Continuing Efforts:

- Southside DRI: St. Joe withdrew DRI application in June 2010, due to market conditions; pursuing City PUD for portion of project inside City limits.
- Assisting the Airport with future redevelopment potential. Comprehensive Plan amendments were submitted in October 2009 to synchronize the Airport's future land use designation with the Airport Master Plan. The amendment process will conclude in December 2010.
- Tracking residential and nonresidential growth in the Southern Strategy Area. In FY 2009, 79 dwelling units were permitted (compared to 131 in FY 2008) and 51,599 square feet of nonresidential was permitted (compared to 38,526 in FY 2008).
- On April 13, 2010, the Board decided against purchasing the "Flea Market Tract" on Capital Circle Southeast in the amount of \$2.585 million for the future relocation of the North Florida Fairgrounds.
- In October 2010, the Board was seeking to retain professional services to prepare and conduct market feasibility study for redevelopment of North Florida Fairgrounds. Redevelopment of the current Fairgrounds site is contingent upon state of the economy and the availability to shift existing uses to another site.
- State of the Southern Strategy Report, required every three years by Comp Plan policy, forthcoming end of 2010.
- On March 11, 2008, the Board authorized the expenditures of funds up to \$175,000 to match funds from FDOT to perform a Corridor Master Plan for a portion of Woodville Highway from Gaile Avenue to Commerce Boulevard. On July 15, 2010 CRTPA held a meeting with property owners and residents to kick-off a corridor study that will be utilized to develop the Corridor Master Plan. The study is expected to be completed in 2011.

Future Considerations/Direction:

- Continue supporting developments that provide a stimulus for other economic investments within the area.
- Should alternative locations for the Fairgrounds activities not be found, then Board direction on the redevelopment potential of the site will be necessary.
- Extend infrastructure (predominantly sewer) to areas within the Southern Strategy Area not already served to encourage additional growth.



Board Retreat, Agenda Item #13
December 13, 2010

Title:

Update on FY 09/10 Board Retreat Priority #7, Functional Consolidation

Accomplishments to Date:

- The City and County have a fully consolidated Geographic Information Systems (GIS) Department.
- On December 11, 2007, the Board approved an Interlocal agreement with the City of Tallahassee for the purchase and management of the new digital radio system.
- In 2008, the Board appointed Commissioner John Dailey to work with Superintendent Jackie Pons and Mayor John Marks to identify opportunities for functional consolidation.
- On July 8, 2008, the Board approved a memorandum of understanding with the City of Tallahassee regarding the consolidation of Fire/EMS and the consideration of establishing Fire Services Assessment program.
- On February 26, 2009, the Board approved the Interlocal Agreement with the City of Tallahassee functionally consolidating Fire/EMS.
- At the June 9, 2009 budget workshop, the Board directed staff to contact the City regarding the City's desire to merge Minority/Women and Small Business Enterprise Offices. Subsequently, the City Manager conveyed to the County that this is not an area they wish to pursue at this time.
- At the June 9, 2009 budget workshop, the Board directed an agenda item be prepared for the Board to consider a Memorandum of Understanding regarding the consolidation of City and County Growth and Environmental Management Departments.
- At its July 14, 2009 meeting, the Board approved a proposed Memorandum of Understanding (MOU) regarding the functional consolidation of County and City Growth and Environmental Management/Building Inspection.
- On August 25, 2009, the Board authorized the extension of the Planning Department Interlocal agreement.
- Spring 2010, the Charter Review Committee considered a number of different efforts and ultimately recommended to the Board to place a Countywide minimal environmental standards on the ballot which passed on November 2, 2010.

Continuing Efforts:

- The County has approached the City regarding renewing the Interlocal Agreement regarding the Animal Shelter. The County and City are currently operating under the terms of the previous agreement.
- February 5, 2010, per the Board direction at last year's retreat, the County Administrator wrote the City Manager regarding the possibility of pooling and/or combining internal services (ie purchasing, human resources, MIS). In addition, the Board directed staff to work with the City regarding a joint effort to implement a mass public notification system (this was ultimately not funded as part of the current year process). The City did not respond to the letter regarding the internal service effort.
- October 1, 2010, per the Board direction given at the September 14, 2010 solid waste workshop, the Board directed the County Administrator approach the City regarding partnering in the implementation of the new state mandated recycling goals through the renewal of the solid waste interlocal agreement and jointly bidding the curbside collection franchise agreements. To date the City has not responded to this letter.

Future Considerations/Direction:

- Continue to work with the City regarding areas appropriate for functional consolidation; these include Animal Control, Parks/Recreation and Growth/Environmental Management.

Board Retreat, Agenda Item #14
December 13, 2010

Title:

Update on FY 09/10 Board Retreat Priority #8, Fire/EMS Merger & Joint Dispatch Facility

Accomplishments to Date:

- 10/07 - The Board approved a comprehensive plan amendment to enable moving forward with donating land to the American Red Cross for the construction of their new operations center.
- 12/07 - The Board approved an Interlocal agreement with the City of Tallahassee for the purchase and management of the new digital radio system.
- 6/08 - The Board approved a resolution of intent to for a ground lease with the Red Cross.
- 7/8/08 - The Board approved a memorandum of understanding with the City of Tallahassee regarding the consolidation of Fire/EMS and the consideration of establishing Fire Services Assessment program.
- 12/08- The Board approved a Memorandum of Agreement with the City regarding the joint funding and project oversight for the Public Safety Complex.
- 12/08 - The Board approved the Project Manager, URS, for the Public Safety Complex.
- 12/08 - The Board approved a Stormwater/Sewer agreement with the Red Cross.
- 12/08 – The Board approved the Sheriff and EMS migrating to the Motorola Computer Aided Dispatch (CAD) and Records Management System (RMS) which would ultimately result in the City/Sheriff/County all being on the same platform at the time of consolidation.
- 2/26/09 - The Board approved the Interlocal Agreement with the City of Tallahassee functionally consolidating Fire/EMS.
- 3/19/09 - The Board conducted a public hearing adopting an ordinance regarding funding of Fire Rescue Services.
- 5/09 - The Board approved the architect and engineer for the design of the Public Safety Complex.
- 6/9/09 - The Board adopted a resolution levying the Fire Services Fee.
- 10/09 - The Board approved the construction manager for the Public Safety Complex.
- 12/09 – The Board terminated the program manager agreement with URS and authorized this function to be performed with in house staff thereby saving in excess of \$1.0 million towards the project and approved modifications to the Memorandum of Agreement with the City of Tallahassee establishing the County Administrator and City Manager as the project oversight committee for the construction of the facility.
- 9/10 – The Board approved the acceptance of a \$2,133,705 grant from the Florida Department of Emergency Management to support the construction of the new facility.

Continuing Efforts:

- Developing an operational building agreement with the City of Tallahassee for the new Public Safety Complex.
- Working with the City and Sheriff on the consolidation of the joint dispatch functions.
- Managing the various contracts related to the construction of the new Public Safety Complex.
- Continuing efforts to secure additional grant funding for the Public Safety Complex.

Future Considerations/Direction:

- Continue to review the Fire/EMS consolidation for additional operational efficiencies.
- Working with local and regional partners to ensure disaster planning is a coordinated effort.

Board Retreat, Agenda Item #15
December 13, 2010

Title:

Update on FY 09/10 Board Retreat Priority #9, Primary & Mental Health Care for the Uninsured

Accomplishments to Date:

- On June 12, 2001, the Board established the Primary Healthcare MSTU to fund primary healthcare to indigent and uninsured residents in Leon County. In addition, the Primary Healthcare Implementation Board (later renamed the Healthcare Advisory Board) was created by the Board to oversee and implement the Primary Healthcare Program.
- On January 29, 2008, the Board expanded the Healthcare Advisory Board (HAB) to include representatives from Florida A&M University (FAMU) and the School Board, and on March 25, 2008, the Board once more expanded the HAB to include representatives from Bond and NHS for a total of 19 members.
- During FY08/09 budget workshop, the Board allocated \$60,000 to Capital Area Healthy Start Coalition for an education coordinator to address infant mortality.
- On September 16, 2008, the Board approved its annual agreement with the Leon County Health Department that included \$157,671 for the provision of mental health coordinators at Bond Community Health Center (Bond) and Neighborhood Health Services (NHS).
- On October 14, 2008, the Board approved primary healthcare agreements with Bond, NHS, the WeCare Network, and FAMU's Pharmacy School in the amount of \$1,129,423.
- On October 28, 2008, the Board approved agreements with Bond and the Agency for Healthcare Administration to leverage over \$750,000 of state dollars for primary healthcare and to address infant mortality in Leon County.
- On November 25, 2008, the Board approved the expansion of the mental health services provided at Bond and NHS in the amount of \$100,000.
- Since FY07, the Primary Healthcare MSTU has been levied at 0.00. The Primary Healthcare Program and mental health has been funded through general fund.
- Prior to the FY08 budget cycle, the primary healthcare program was funded through a dedicated funding source (Primary Healthcare MSTU).
- The FY 09/10 Budget allocates \$1,486,937 for primary health care services provided by Bond, WeCare, Florida A&M University Pharmacy, Neighborhood Health Services, and Healthy Kids.
- Included in the FY09/10 budget is additional funding for WeCare in the amount of \$40,000 for a dental program and \$61,740 for Neighborhood Health Services for primary care services.
- On June 8, 2010, the Board held a Workshop Regarding the Establishment of a Citizen Group to Focus on Community Health Issues and subsequently approved the formation of the Community Health Coordinating Committee (CHCC) to monitor and bring awareness of the health status of the County in an effort to positively impact the overall health citizens.
- During the Budget Workshop on June 22, 2010, the Board approved the dedication of a staff person to oversee healthcare services; pursue additional funding for services; support the promotion of the Florida KidCare Program; and serve as liaison to the CHCC.

Continuing Efforts:

- The FY10/11 Budget allocates \$1,483,200 to fund primary healthcare services provided by Bond Community Health Center, Neighborhood Health Services, WeCare, FAMU Pharmacy, and Healthy Kids in a continuous effort to improve access for uninsured residents with limited income.
- The Board continues to leverage funding to improve access to primary healthcare by authorization of \$215,628 of its funding allocation to Bond Community Health Center as matching funds to the Agency for Healthcare Administration (AHCA), which provides an estimated \$1.3 million community benefit.
- The Board continues to support public health services through its allocation of \$495,016 to the Leon County Health Department. This includes funding for mental health services in the amount of \$257,671 provided by Apalachee Center, Bond Community Health Center, and Neighborhood Health Services.
- Submitted Medicaid application for participation in the Certified Medicaid Match Program for Substance Abuse Treatment Services for Medicaid Recipients. The Board has allocated \$100,000 for the program. For every \$1 the County invests in the program, \$1.61 will be received from the federal government to provide services. Apalachee Center, Bethel Family Counseling & Outreach Center, and DISC Village have all agreed to partner with the County to offer these services.

Future Considerations/Direction:

- A dedicated funding source for the County's Primary and Mental Healthcare Programs.
- The commitment of a staff person in FY10/11 to seek additional funding will allow the County to provide increased support through leveraging its existing general fund allocation.
- Strengthen existing and develop new partnerships in an effort to establish a more seamless system of service delivery throughout the County.
- Develop a Strategic Plan to guide activities of the CHCC and help to ensure efficient coordination to best meet established objectives.
- Monitor and bring awareness of the health status of Leon County.
- Strengthen partnerships for collaboration and engagement to address issues of concern and develop solutions.
- Develop and maintain an inventory of community-based health services and programs.
- Inform the Board of healthcare reform development and other health-related legislation which may impact the health of its citizenry and overall community.
- Identify and pursue alternative funding sources to expand access to indigent healthcare services.
- Provide a forum for citizen participation in health care planning and dialogue to address community concerns and problems regarding healthcare.
- Implement Certified Medicaid Match Program for Substance Abuse upon Medicaid approval.

Board Retreat, Agenda Item #16
December 13, 2010

Title:

Update on FY 09/10 Board Retreat Priority #10, Increasing Citizen Input

Accomplishments to Date:

- **LEON Listens**
 - The LEON Listens online system was launched in November 2008 under the brand: *LEON LISTENS - Your Ideas, Your Suggestions, Your Government*. This initiative was put in place to provide another venue for citizens' input and to reinforce the value the County places on this input and the importance of citizens' ideas for improvements, cost savings and suggestions on how they can better be served. The Public Information Officer (PIO) is currently tasked with reviewing, responding and routing citizens' ideas, questions, and suggestions to the correct recipient. The Public Information and MIS teams continually maintain this system for efficiency and effectiveness.
- **Enhanced Local Government Television Partnership – Comcast Channel 16**
 - Worked with Comcast leadership to increase Leon County's 15-hour broadcast cycle (previously beginning at 9 a.m.) on Tuesdays to a 24-hour cycle (midnight to midnight)
 - Working with Comcast leadership in preparation discussions for future digital channel switch to enhance programmable content, extend coverage and increase broadcast cycle
- **Focus on Emergency Management Response: Emergency Information Portal (EIP)**
 - Collaboration with Emergency Management, MIS/GIS, Public Works, Health Department, City of Tallahassee, and many entities/organizations to plan, build, and launch Leon County's EIP, which offers online visitors useful tips on protecting themselves and their families in the event a natural or man-made disaster occurs in Leon County or surrounding areas. Links are available to resources for preparation, response and recovery information, such as the status of available shelters, sandbag locations, road closures, local office and school closings, health advisories, evacuation routes, volunteer information and important health information. Localized information, such as rain gauges and how to create individual hurricane plans, is also included. The portal is regularly updated with weather alerts, active events and other critical information valuable during or in preparing for an emergency. Citizens can register to receive emergency alerts on their mobile devices or via email.
 - Implemented daily updates for the County's national-award-winning Emergency Information Portal, which was recently recognized by the nationwide City-County Communications and Marketing Association, receiving an Award of Excellence in eGovernment Services.
- **Citizen Subscription / Distribution List Service: GovDelivery**
 - Collaboration with MIS to add a technology option to the County's website and launch a new media subscription service, GovDelivery, that provides citizens a range of subscription services or distribution lists to keep them informed with up-to-the-minute news via email or a mobile device.
- **Charter Review Committee Public Information and Education**
 - Collaboration with the Special Projects Coordinator and MIS to formalize integrated communications efforts to keep the community informed via:
 - Citizen Charter Review Committee website
 - News Advisories/Releases and Public Notices
 - Broadcast and Webcast of Committee meetings
 - Proposed Charter Amendments Informational Booklet

- **LCRDA**
 - Served as the temporary communications office for the Leon County Research and Development Authority during a critical transition period and provided public relations and communications assistance, as needed.
- **Cold-Weather Response Team**
 - Played an integral role in a Countywide task force to prepare for severe cold fronts during record-breaking winter, which included Leon County's at-risk homeless population. Staff participated in a multi-agency tabletop exercise to prepare for communications needs during natural or man-made disaster scenarios.
- **Technology Enhancements: Website / New Media Components**
 - Revamped News Advisory/Release and Public Notice Content Management System
 - Collaboration with MIS to automate News Advisory/Release and Public Notice input system, allowing for greater efficiency and flexibility in posting public information to the County's website
 - Video
 - Addition of Full Version and Partial Segments (i.e. Sustainability, Economic Stimulus and Leon County TV)
- **Technology Enhancements: Social Media/Networking Components**
 - Developed Twitter (<http://twitter.com/LeonCounty>) and Facebook presences in order to keep citizens aware of County news instantaneously
 - Collaboration with MIS, HR and the County Attorney's Office to develop a social media/digital communications policy for County officials and employees to address rapidly increasing new information technology. An agenda item requesting to schedule a Workshop on Social Media Policies for February 22, 2011 has been placed on the December 14th agenda.
- **Technology Enhancements: Visual Media Components**
 - Collaboration with MIS to strategize, design, and install two (2) Electronic Display Systems in the Courthouse (Phase I)
 - Preparation for an Electronic Display System in the Main Library (potential Phase II)
- **2010 Census**
 - Served on the Marketing Team of the Tallahassee-Leon County Complete Count Committee
 - Co-hosted the 'Mail-It-Back' Rally, featuring County and City leaders
 - Participated in the local effort "National Neighborhood Blitz: March to the Mailbox" event
 - Collaboration and partnership with U.S. Census Bureau, local Complete Count Committee, and local organizations to plan, launch, and successfully host the 2009 Leon County Hispanic Heritage Fest; a week of cultural events
- **Redesigned Award-Winning Annual Report and Website Presence**
 - New format with engaging photos, increased content, and more tidbits for accessing information related to Leon County government
 - Provided citizens an opportunity to have a closer look at the inner workings of their government and to learn about the extraordinary accomplishments of the County's award-winning departments and divisions
 - Included photos and biographies of department and division leaders so that Leon County residents could learn more about the public servants who work diligently and tirelessly for them year-round – engineering, developing, maintaining and enhancing our community.
 - Revising website download format to be more accessible and more flexible providing online visitors the option to download the full version or department/division components

- **Household Hazardous Waste & Electronics Collection**
 - Collaboration with Solid Waste to increase public outreach and enhance promotion of the County's Household Hazardous Waste & Electronics Collection
- **Community Organizations Active in Disaster (COAD)**
 - Collaboration with VolunteerLEON to coordinate public information outreach and media relations for the newly-created COAD coalition
- **2010 Sustainable Communities Summit**
 - Partnered with the Office of Sustainability to plan, promote, and present the first Leon County Sustainable Communities Summit, highlighting the County's leadership in green initiatives and environmental responsibility
- **2010 Solid Waste Spectacular**
 - Collaboration with Office of Sustainability and Public Works/Solid Waste to successfully promote and host second annual event
- **2010 Parks & Recreation Greenway Tour**
 - Collaboration with Parks & Recreation to host the community for a Greenway Tour at the J.R. Alford Greenway, where residents enjoyed demonstrations, childrens' activities, and hayride tours of the open space available to hikers, cyclists, equestrians and general recreationists.
- **Community Meetings**
 - Collaboration with County departments, divisions, and agencies to host community meetings related to public information and education on issues impacting specific areas of the County (i.e. Timber Lake, Hawks Bill Court)
- **Increased Digital Photography Sharing**
 - Increased presence for and capture of digital photography for the majority of all County events; creating enhanced image resources for traditional print media and new media solutions
 - Developed a new media solution and dynamic portal, www.LeonPhotos.org, specifically designed and developed for enhanced efficiency and effectiveness related to distributing of digital photography from County activities and events. More than a thousand photos added to Leon County's photos microsite for public viewing.
- **Redesigned Budget in Brief**
 - Partnered with the Office of Management and Budget to redesign the annual Budget in Brief brochure.

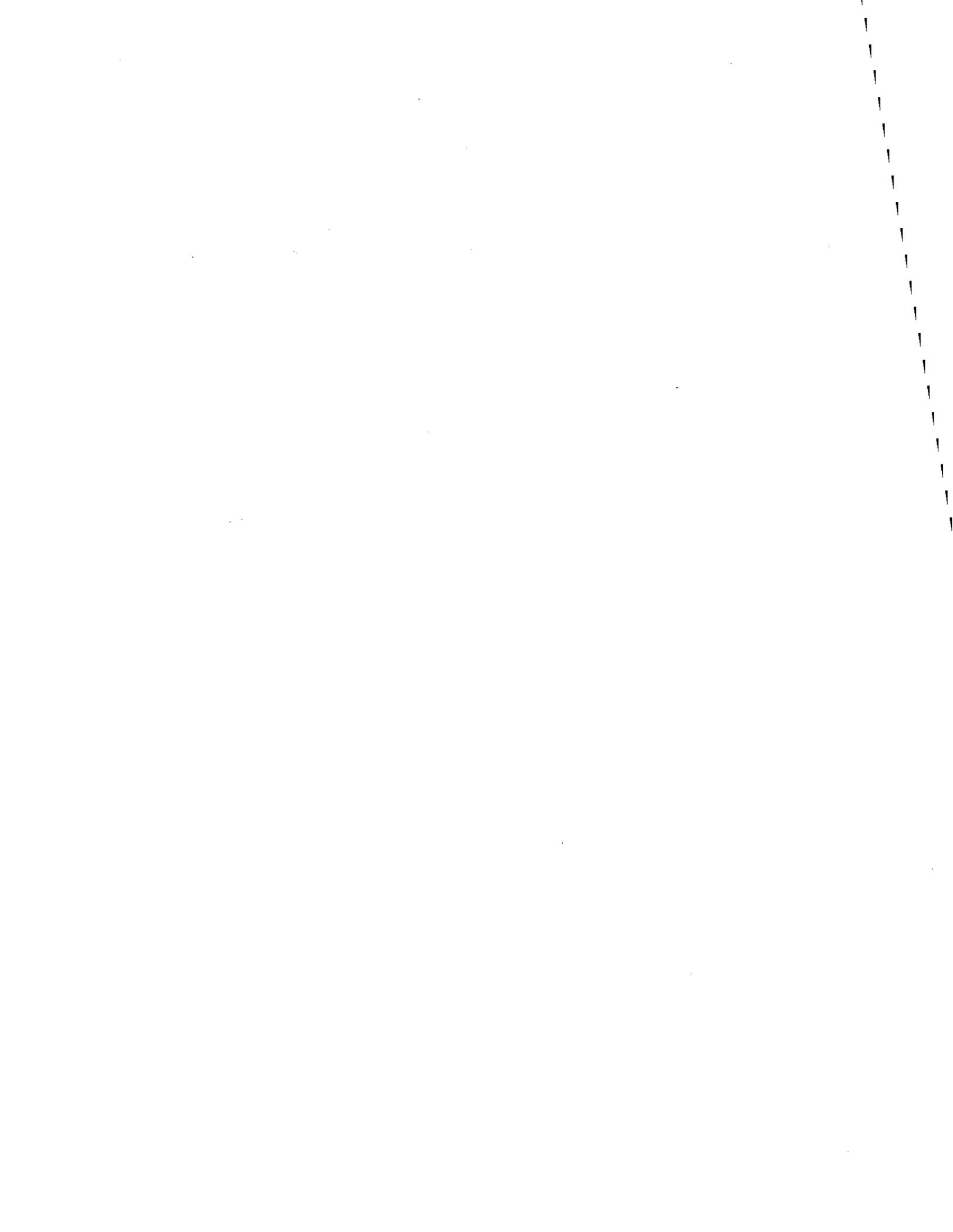
Continuing Efforts:

- **Website Interface Redesign**
 - Collaboration with MIS to strategize, prepare for, and coordinate a forthcoming Board website interface redesign (Phase I)
- **Emergency Management Technology Enhancements: Radio Communication**
 - Collaboration with Emergency Management, MIS, and WFSU to increase communication flexibility and provide a back-up solution (hardware/technology and protocol/process) for the Emergency Operation Center (EOC) for the Response and Recovery phases of an event. The radio technical equipment is now operational. Our next step is inter-agency training.
- **Emergency Management Outdoor Marketing Solution**
 - Working to create potential partnerships with local outdoor companies to provide immediate access for an outdoor public information/education campaign using digital signage during a disaster.

- **Updating the Strategic Communications Plan**
 - Leon County Public Information continues to diligently work on executing previous recommended actions and current practices identified in the Strategic Communications Plan. Additionally, the Public Information Office has begun the effort to revise and update the plan and provide a recommended implementation schedule for moving forward with new enhancements.
- **Enhanced Local Government Television Presence – Comcast Channel 16**
 - Leon County TV - Monthly program to cover everything Leon County and help viewers better navigate County services while providing useful information to keep themselves and their families informed.
 - Collaboration with MIS to revise format for rebroadcast of content building dynamic playlists that insert Leon County TV, original content (i.e. Leon County Sustainability Video), Public Service Announcements and special meetings into the cycle with the previously broadcast Commission Meetings, Workshops and Character Generator
- **Focus on Hurricane Preparedness**
 - Updating Hurricane Preparedness Communications Plan and associated public information and education campaign components.
 - Redesigning HaveAHurricanePlan.com website portal providing online visitors increased efficiency, effectiveness, and planning for a mobile access portal.
- **Mass Notification System**
 - A technology option that can be added to immediately contact citizens via phone with general informational updates and/or emergency management notifications, warnings, and updates. Services exist to offer unlimited uses to immediately contact our entire community—quickly and reliably—with voice, text, and email.
- **Increasing Citizen Awareness of Current Services**
 - Immediate opportunities exist to enhance our informational outlets beyond our traditional media partner relationships. Continued steps are being taken in the Public Information Office to add community partners, homeowners/neighborhood associations, and legislative delegation members to our news distribution lists for greater outreach.
- **Increasing Citizen Awareness of Current Opportunities for Input**
 - Immediate opportunities exist to educate and inform citizens of current opportunities for input. Continued steps are being taken in the Public Information Office to reiterate, through various mediums, that citizens are afforded the opportunity to provide direct public input to the Commission under the “Citizens to be Heard on Non-Agendaed Items” portions of the agenda.
- **Visit Tallahassee**
 - Collaboration with Tourism Development to assist in promoting and supporting the new Visit Tallahassee brand. Continued to play a support role in increasing awareness of the County’s tourism-related programs, film-related initiatives and special events.

Future Considerations/Direction:

- **Partnership for Internship Recruitment and Retention**
 - Potential Internship Partnership w/ American Advertising Federation – Tallahassee (AAFT) and Florida Public Relations Association (FPRA) – Capital City Chapter
- **Growth and Development through Association Membership**
 - Future Membership – Florida Government Communicators Association (FGCA)
- **Annual Citizen Survey**
 - A common tool used by many local governments is to conduct an annual citizen survey to gain targeted input from a broad cross section of the community and to be able to draw meaningful conclusions on tax payer preferences. The County has not and does not currently perform an annual citizen survey.
- **Customer Relationship Management (CRM)**
 - Expansion of current communications technology to extend the responsiveness and tracking of citizens' ideas, suggestions, or questions submitted through the LEON Listens system as well as direct phone calls.



E. Step 3 – Consideration of Issues Identified by the Board of County Commissioners for the Retreat - County Administration

General information is provided within the Board Retreat materials; the Board may ask questions, request a presentation or discuss related issues

Agenda Items

17. The County's Franchise Agreement with Waste Management
18. Water and Sewer, Parks and Recreation, and Killlearn Lakes Interlocal Agreements with the City of Tallahassee
19. Planning for the Construction of Central Sewer within the Lake Munson and Woodville Areas within the Primary Springs Protection Zone
20. Legal Review of Lawsuits
21. Review of the Structure of the Leon County Research and Development Authority, Civic Center Authority, and Educational Facilities Authority
22. Review of Boards and Committees
23. Board Consideration to Transition from a Minority, Women, Small Business Enterprise (MWSBE) Office to a Small Business and Community Development Office



Board Retreat, Agenda Item #17
December 13, 2010

Title:

Status Report on the County's Franchise Agreement with Waste Management, Inc.

Staff:

Parwez Alam, County Administrator
Alan Rosenzweig, Assistant County Administrator
Tony Park, P.E., Public Works Director
Norm Thomas, Director, Solid Waste Management

Issue Briefing:

Waste Management, Inc., (WMI) has an exclusive franchise for solid waste collection services in unincorporated Leon County. Their franchise agreement with Leon County will expire on April 22, 2013. The level of service and terms of the contract are expressed in the Second Franchise Extension Agreement (Attachment # 1).

The pending expiration of the franchise agreement was one of several solid waste issues discussed at Board's workshop on September 14, 2010. During the workshop, the Board authorized staff to enter into discussions with the City of Tallahassee to explore a joint bid for waste collection. That action was ratified at the regularly scheduled Board meeting on October 12, 2010.

Staff will bring a status report to the Board regarding this issue following the discussions with the City. Staff envisions seeking authorization for a joint bid with separate contracts. A tentative timeline is provided below, in the table in the analysis section of this agenda item.

Background:

On November 10, 1986 the Board executed an exclusive franchise agreement with WMI for a period of ten years. On December 30, 1996 the Board extended the Agreement until April 21, 2007. On September 12, 2006, the Board extended the Agreement until April 22, 2013.

The Agreement provides:

- Once per week garbage collection – unlimited amount
- Once per week recycling collection – unlimited
- Once per week yard debris collection – unlimited if containerized; piles are limited to 4' wide, 4' high x 6' long with nothing larger than 4" in diameter.
- Bulky items, such as furniture and appliances, are to be collected by appointment.
- Service is by subscription only. The fee is \$52.50 per quarter, paid directly to WMI.
- The fee may be adjusted annually based on changes in the Consumer Price Index and changes in the fuel price index.

- There would be a 9% fee reduction if the County were to implement universal collection and if the County were to collect the fee. The Board has scheduled a workshop to discuss universal collection on January 25, 2011.
- A franchise fee of 5% of gross receipts the is paid to the County. Receipts for FY10 totaled \$329,168.89.
- WMI also has exclusive commercial waste collection in the unincorporated area except for construction and demolition debris in open top roll-off boxes.

Analysis:

A joint County/City bid for residential waste collection services should result in a savings per unit based on economies of scale. A single provider will help avoid confusion between County and City residents regarding holiday collection schedules. A comparable level of service for both County and City residents will prove helpful. While the service would be bid jointly, there will be separate contracts for the County and the City.

Increasing the franchise fee could help pay for solid waste related activities such as the Household Hazardous Waste Collection Center and Recycling Services and Education. As the community seeks to reach the new State mandated recycling goals, tipping fees may no longer be sufficient to fund these programs. The Board will need to explore other sources of revenue to continue these county-wide functions.

Timeline:

A tentative timeline for a Joint County/City Bid for Waste Collection Services is provided in the following table.

Date	Action
January-March, 2011	Staff discussions with City of Tallahassee regarding a joint bid for waste collection services.
April, 2011	Status report to the Board regarding the outcome of discussions with the City.
May-July, 2011	County and City staff to draft terms of new waste collection agreement pending approval from both commissions.
August, 2011	Agenda item requesting authorization to issue a joint bid for waste collection services.
December, 2011	Waste collection bids opened.
January-February, 2012	Waste collection bids evaluated by County and City staff.
March 2012	Agenda item to approve ranking and award bid.
April-May, 2012	Staff negotiations with top ranked firm.
July, 2012	Agenda item seeking authorization to execute the new franchise agreement.
April, 2013*	Effective date of the new franchise agreement.

*If necessary, nine months are allowed for the successful firm to establish a local office and purchase new collection equipment.

Fiscal Impact:

The current franchise fee is 5% and generates \$329,000 annually. It is anticipated a franchise fee of 10% would yield approximately \$660,000 annually to the general revenue at the current level of business.

The current annual subscription fee for single family residents is \$210. It is anticipated this fee could be reduced (factoring in inflation) with a joint County/City bid. Universal collection should further reduce the fee, especially if the County were to collect the fee.

Options:

1. Accept the status report regarding the Waste Management franchise for solid waste collection services. (Note: The Board is scheduled to have a workshop on universal/mandatory collection on January 25, 2011).
2. Do not accept the status report regarding the Waste Management franchise for solid waste collection services.
3. Board Direction

Recommendation:

Option #1

Attachment #1: Second Franchise Extension Agreement with Waste Management Inc.

PA/AR/TP/nt



SECOND FRANCHISE EXTENSION AGREEMENT

April 22, 2007

**FRANCHISE EXTENSION AGREEMENT
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SECOND FRANCHISE EXTENSION AGREEMENT

ARTICLE I GENERAL INFORMATION

This Second Franchise Extension Agreement is dated this 15th day of September, 2006, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Waste Management, Inc. of Florida, hereinafter referred to as the "Contractor."

WHEREAS on November 10, 1986, the parties hereto executed a Solid Waste Collection Franchise Agreement to commence on April 21, 1987, for a term of (10) years; and

WHEREAS the parties entered into a Franchise Extension Agreement on December 30, 1996; and

WHEREAS the parties entered into a second Franchise Extension Agreement on April 22, 2002; and

WHEREAS, the current franchise extension agreement ends on April 21, 2007; and

WHEREAS the County has determined that it would be in the best interests of the citizens of Leon County, Florida, that the County be able to utilize, by means of a franchise extension agreement, the establishment of solid waste collection services, where such services cannot reasonably be provided by the County at this time; and

WHEREAS the county has determined that it would be in the best interest of the citizens of Leon County, Florida that the existing Franchise Extension Agreement should be extended for a period of five years; and

WHEREAS the existing Franchise Extension Agreement allows for the extension of the agreement on a five year basis; and

WHEREAS, on May 9, 2006 the Leon County Commission ratified the actions taken at the April 25, 2006 Board Workshop on Solid Waste Management Issues, approving a six year term for the next extension of the Franchise Agreement; and

NOW, THEREFORE, in consideration of the premises and covenants hereto contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the County and the Contractor hereto mutually agree as follows:

**ARTICLE II
GENERAL DESCRIPTION**

2.1 DEFINITIONS

- 2.1.1 **Administrator:** Shall mean the County Administrator or his designee.
- 2.1.2 **Authorized Representative:** Shall mean any representative of the County, whether or not a County employee, designated as the County's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in written communication from the County Administrator to the Contractor.
- 2.1.3 **Back Door:** Shall mean any physical location for the placement of Solid Waste or recyclables on the Customer's property intended for residential service collection and disposal that is not "curbside/roadside."
- 2.1.4 **Biomedical Waste:** Shall mean any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. The following are also included: Used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried. Non- absorbent, disposable devices that have been contaminated with blood, body fluids, or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.
- 2.1.5 **Biological Waste:** Shall mean Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
- 2.1.6 **Bulky Waste:** Shall mean item whose large size or weight precludes or complicates their handling by normal collection, processing, or disposal methods.
- 2.1.7 **Class I Waste:** means solid waste which is not hazardous waste, and which is not prohibited from disposal in a lined landfill under rule 62-701.300.
- 2.1.8 **Class III waste:** means yard trash, construction and demolition debris, processed tires, asbestos, carpet cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department that are not expected to produce leachate which poses a threat to public health or the environment.
- 2.1.9 **Clean Debris:** Shall mean any Solid Waste which is virtually inert and which is not a pollution threat to groundwater and surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes uncontaminated concrete, including embedded pipe or steel, brick, glass, ceramics and other wastes designated by the Florida Department of Environmental Protection.
- 2.1.10 **Commercial Collection Service:** Shall mean the collection and transportation of Recyclables, Yard Trash and Solid Waste from commercial property by the owner or any other person to a Solid Waste Management Facility.

- 2.1.11 **Commercial Property:** Shall mean all improved property other than residential property.
- 2.1.12 **Construction and Demolition Debris:** Means discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees and other vegetative matter which normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, metal scraps from a construction project; except as provided in Section 403.707(12)(j), F.S., unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amount of other non-hazardous waste that are generated at construction or demolition projects, provided such amounts are consisted with best management practices of the construction and demolition industries; mixed of Construction and Demolition Debris with other types of Solid Waste, will cause it to be classified as other than construction or demolition debris.
- 2.1.13 **Contract or Agreement:** Shall mean this Contract executed by the County and the Contractor for the performance of the Work.
- 2.1.14 **Contractor or Vendor:** Shall mean the person, firm, corporation, organization or agency with which the Owner has executed this Contract for performance of the Work or supply of equipment or his or her duly authorized representative.
- 2.1.15 **County:** Shall mean the Board of County Commissioners of Leon County, Florida or an Authorized Representative.
- 2.1.16 **County Administrator:** Shall mean the County Administrator of Leon County, Florida, or his or her designee.
- 2.1.17 **Customer:** Shall mean all residences and commercial establishments which subscribe to Solid Waste Collection Service.
- 2.1.18 **Curbside/Roadside:** Shall mean the designated physical location for the placement of Refuse accumulations intended for Residential Collection Service. This designated location shall be as near as possible to the traveled streets. The intention of a Curbside/Roadside designation is to allow collection by the Contractor's personnel in a rapid manner with minimal walking or reaching. In all cases, the Administrator shall have the authority to approve or specify the precise location for such Curbside/Roadside placement.
- 2.1.19 **Exempt Waste:** Any solid waste for which there is no permitted disposal or storage facility in Leon County.

- 2.1.20 **Garbage:** Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- 2.1.21 **Garbage Can:** Shall mean and include any light gauge steel, plastic, or galvanized receptacle, closed at one end and open at the other, having two (2) handles upon sides of can or bail by which it may be lifted and shall have a tight-fitting top, or any other metal or plastic container not more than 35 gallons capacity which has handles or bails for lifting.
- 2.1.22 **Hazardous Waste:** Shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human or animal health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
- 2.1.23 **Hook-Lift Truck:** Shall mean any vehicle used in the collection of Construction and Demolition Debris utilizing a commercial container, which is placed at a remote site for the collection of Construction and Demolition Debris and then is transported to a disposal facility.
- 2.1.24 **Household Furniture:** Shall mean all movable, compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house.
- 2.1.25 **Household Trash:** Shall mean accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or lawn trash, which are usual to housekeeping and to the operation of stores, offices and other business places.
- 2.1.26 **Household Waste:** means any Solid Waste, including garbage, trash derived from households, including single and multiple residences, hotels, motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas.
- 2.1.27 **Improper Vehicle:** Shall mean any vehicle which is in violation of any provision of this Contract.
- 2.1.28 **Industrial Byproducts:** means those materials which have a demonstrated recycling potential, can be feasibly recycled, and have been diverted or removed from the solid waste stream for sale, use, or reuse. The term does not include any materials which are defined as recovered materials. Industrial byproducts are regulated as solid waste unless otherwise exempted under Rule 62-701.220(2)(d), F.A.C.
- 2.1.29 **Industrial Solid Waste:** means Solid Waste generated by manufacturing or industrial processes that is not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agriculture chemicals; food and related products or byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete

- products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- 2.1.30 **Infectious Waste:** Shall mean those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.
- 2.1.31 **Land Clearing Debris:** means rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project. Land clearing debris does not include vegetative matter from lawn maintenance, commercial or residential landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not related directly to a construction project.
- 2.1.32 **Landfill:** Shall mean any solid waste disposal facility, which is an area of land or an excavation where wastes are or have been placed for disposal, for which a permit, other than a general permit, is required by s. 403.707, Florida Statutes. This term shall not include: (a) a land spreading site; (b) a surface impoundment; (c) an injection well defined under and subject to the provisions of Chapter 62-528, F.A.C.; or (d) a construction and demolition debris disposal site regulated by Rule 62-701.730. F.A.C
- 2.1.33 **Mechanical Container:** Shall mean and include any detachable container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.
- 2.1.34 **Recovered Materials:** Shall mean metal, paper, glass, plastic, textile, or rubber that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use or reuse, as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.
- 2.1.35 **Recovered Materials Processing Facility:** Shall mean a facility engaged solely in the storage, processing, resale or reuse of Recovered Materials. Such a facility is not a Solid Waste Management Facility if it meets the conditions of Rule 62-701.220(2)(c) F.A.C.
- 2.1.36 **Recyclables:** Shall mean the items listed in Section 5.1 to be collected for Recycling.
- 2.1.37 **Recycling:** Shall mean any process by which Solid Waste, or materials which otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 2.1.38 **Refuse:** Shall mean both Household Waste and Garbage or a combination or mixture of Household Waste and Garbage, including paper, glass, metal and other discarded matter, excluding Recovered Materials, Special Waste and Yard Trash.
- 2.1.39 **Remodeling and Home Repairs Trash:** Shall mean materials accumulated by the homeowner or tenant during the course of a self-performed improvement

project which shall be prepared in lengths not to exceed five (5) feet or 40 pounds in weight.

- 2.1.40 **Residential Collection Service:** Shall mean the collection and transportation of recyclable material, Yard Trash, and other Solid Waste from residential property by the Contractor to a Solid Waste Management Facility.
- 2.1.41 **Residential Property:** Shall mean all improved property which is used as single-family dwelling units and condominium, and Multi-Family Dwelling Units consisting of less than ten units within the same building.
- 2.1.42 **Roll-off Collection Services:** Shall mean the collection of Construction and Demolition Debris utilizing a commercial container, which is placed at a site for the collection of Construction and Demolition Debris and then is transported to a disposal facility.
- 2.1.43 **Sharps:** Shall mean those Biomedical Wastes which as a result of their physical characteristics are capable of puncturing, lacerating or otherwise breaking the skin when handled.
- 2.1.44 **Single Stream Recycling:** Shall mean materials to be recycled are not separated before processing.
- 2.1.45 **Sludge:** Shall mean and includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including waste water treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.
- 2.1.46 **Solid Waste:** For purposes of this contract shall mean and include Refuse and Household Trash.
- 2.1.47 **Solid Waste Management Facility:** Shall mean any Solid Waste disposal area, volume reduction plant, transfer station, materials recovery facility, or other facility, the purpose of which is resource recovery or the disposal, recycling, processing, or storage of Solid Waste. The term does not include recovered materials processing facilities which meet the requirements of Rule 62-701.220(2)(c)F.A.C., except the portion of such facilities, if any, that is used for the management of Solid Waste.
- 2.1.48 **Special Service:** Shall mean any collection or disposal service provided which exceeds the Uniform Level of Service provided under commercial or residential service systems and for which a special charge is applied.
- 2.1.49 **Special Wastes:** Shall mean Solid Wastes that can require special handling and management, including, but not limited to, asbestos, white goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, yard trash, biological wastes, and mercury containing devices.
- 2.1.50 **Standard Cart:** A two-wheeled container with attached lid and handle, available in an approximately 96 gallon size, designed to be dumped mechanically into a hopper.
- 2.1.51 **Subcontractor:** Shall mean any person, firm or corporation other than the Contractor supplying labor or materials for Work being performed under this contract.

- 2.1.52 **Transfer Station:** Shall mean a facility for the primary purpose of temporarily storing , processing, screening and transferring of solid waste for transport to a disposal facility.
- 2.1.53 **Uniform Level of Service:** Shall mean collection and disposal of any and all Garbage and trash, whether commercial or residential, which conforms to the preparation and storage requirements of this Contract.
- 2.1.54 **Vegetative Matter:** Shall mean any plant material.
- 2.1.55 **White Goods:** Shall mean and includes inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, microwave ovens and other similar domestic and commercial large appliances.
- 2.1.56 **Work:** Shall mean any work, services, materials, parts or equipment furnished under and made a part of the Contract.
- 2.1.57 **Yard Trash:** Shall mean Vegetative Matter resulting from landscaping maintenance and land-clearing operations, and includes, but is not limited to, materials such as tree and shrub trimmings, grass clippings, and palm fronds. For the purposes of this Contract, Yard Trash shall not exceed six (6) feet in length or four (4) inches in diameter and will be placed in piles no larger than six (6) feet in length by four (4) feet in height and four (4) feet in width. Large branches, trees, or bulky or non-containerized material not susceptible to normal loading and collection in loader packer type sanitation equipment used for regular collections from domestic households will not be picked up by the Contractor. Material left at residences by tree surgeons will not be picked up by the Contractor.

2.2 DESCRIPTION OF THE WORK

- 2.2.1 The Contractor shall be granted an exclusive franchise to provide residential Solid Waste Collection Service, Residential Recycling Collection Service, Yard Waste Collection Service and Commercial Solid Waste Collection Service within the franchise area with the exception of roll-off collection services as defined in this Agreement. The franchise area shall consist of the entire unincorporated area of Leon County Exempt Waste Collection Services and/or Commercial Special Waste Collection Services shall not be exclusive to the Contractor. The Contractor shall be responsible for the billing and collection of solid waste fees from residential and commercial Customers in the franchise area in accordance with the procedures contained in Article VII.
- 2.2.2 If, for any reason, the Contractor does not collect items set out for collection, the Contractor shall leave a written note explaining the reason the materials were not collected.
- 2.2.3 The Contractor shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and items necessary to maintain the standard of collections and disposal set forth herein.
- 2.2.4 The Contractor shall conduct its work in such a manner as to avoid damage to adjacent operations. The Contractor shall take notice of all existing utilities and

shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the owner any breakage or damage caused by its operation, as well as fully comply with Chapter 556 of Florida Statute.

- 2.2.5 The Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. The Contractor may refuse to collect any Solid Waste that has not been placed in a receptacle, as provided herein. During hauling, all Solid Waste shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage caused by the Contractor, the Contractor shall promptly clean up all spillage.
- 2.2.6 All Solid Waste, Recyclables and Yard Trash and bulky waste shall be hauled to the appropriate Solid Waste Management Facility, at the expense of the Contractor, as directed in writing by the Administrator.
- 2.2.7 **Frequency of Collection** - The Contractor shall collect Garbage, Recyclables and Yard Trash from residential customers within the Franchise area one (1) time per week. Every effort will be made to collect yardtrash on the scheduled day. If the yardtrash pile exceeds the capacity of the collection vehicle, the remainder of the pile must be collected within 24 hours of the published collection day and time.
- 2.2.8 **Hours of Collection** - All collection services shall begin no earlier than 6:00 o'clock a.m., and shall cease no later than 7:00 o'clock p.m. In the event of an emergency, collection may be permitted at times not allowed by this provision, provided the Contractor has received prior approval from Administrator, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be deemed that the Contractor had not obtained such approval. No collection shall occur on Sundays or on holidays as designated in Section 2.5.4, except in a time of emergency, or to maintain a regular schedule due to those holidays.
- 2.2.9 **Receptacles** - The Contractor shall make collections with a minimum of noise and disturbance to the property owner. Any Garbage or trash spilled by the Contractor shall be picked up immediately by the Contractor. The Standard Carts and Garbage Cans shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. All Garbage Cans shall be inverted with covers placed topside up on the ground next to the cans. Any type receptacle found in a rack, cart or enclosure of any kind shall be returned upright, to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles. In the event of damage by the Contractor to Garbage Cans, the Contractor shall be responsible for the timely repair or replacement of said receptacles.

2.3 COMMENCEMENT OF WORK

2.3.1 The Work outlined in this Contract shall commence no later than April 22, 2007.

2.4 TERM

2.4.1 The initial term of this Contract shall be for the period commencing April 22, 2007 and terminating April 30, 2013.

2.4.2 The initial term of this Contract may be extended on a five year basis, commencing with the expiration of the initial term based upon successful negotiations of the terms and rates between the County and the Contractor. Negotiations shall commence at least nine (9) months before the expiration of the initial term and shall be concluded 180 days prior to the expiration of the initial term, at which time the County shall notify the Contractor in writing of its desire to renew the Contract, if such desire exists. Any such written notice shall be served by certified or registered mail, return receipt requested. Negotiation of subsequent five-year extensions shall proceed in the same manner in each succeeding period of the Contract.

2.5 SCHEDULES AND ROUTES

2.5.1 The Contractor shall provide the County with schedules for all collection routes and keep such information current at all times. If any change in the collection routes occurs, the County shall be immediately notified in writing. The Administrator shall approve all permanent changes in routes or schedules that alter the day of collection. Upon approval by the Administrator, the Contractor shall publish the change in a newspaper of general circulation in Leon County at least seven (7) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor. In addition, the Contractor shall be responsible for advertising all route and collection information in a newspaper of general circulation in Leon County at least twice per year, on or about the 1st of March and the 1st of September of each year, the cost of which is to be borne solely by the Contractor, copies of which are to be provided to the County prior to publication.

2.5.2 The County reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public ways inside the County where it is in the best interest of the general public to do so because of the condition of the streets or bridges. The County shall notify the Contractor of street closures and arrangements for service will be made in a manner satisfactory to the Contractor and County. Customers under this Contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service.

2.5.3 The Contractor recognizes that at times during the year, the quantity of Solid Waste to be disposed of is materially increased by the influx of visitors and temporary residents to Leon County. This additional load will not be justification for the Contractor to fail to maintain the required collection schedules and routes.

2.5.4 **Holidays** - The Contractor and County agree to exempt residential collection from the Schedule of Collections on the following holidays: New Year's Day, Fourth of July, Thanksgiving and Christmas Day and any other County holiday as designated in writing by the Administrator. If garbage is picked up once per week, for the week in which the holiday occurs, collection shall be one day following the normally scheduled collection day for all days of that week, beginning with the holiday

ARTICLE III
SERVICES TO BE PERFORMED BY THE CONTRACTOR – SOLID WASTE

- 3.1 **Service** - The Contractor shall collect and dispose of all Solid Waste. The Contractor shall also collect White Goods and Bulky Waste, but no other Special Waste, or Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste and Sludge, from or generated by Residential Property. All White Goods are to be recycled but are not to be considered Recovered Materials under the definitions set forth herein.

- 3.2 **Point of Pickup of Residential Garbage** - Collections of residential Garbage and Household Waste shall be at Curbside/Roadside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. Where the sole or all resident(s) of a dwelling unit is disabled due to age or infirmity as certified by a medical doctor, or the structures are located in such a manner as to provide non-accessibility to the crew or vehicle, an alternative location may be arranged with the Contractor. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location. The Contractor shall not be required to enter into any structure or enclosed fenced area. The Contractor may provide additional services such as back door collection of Solid Waste and Recyclables for an additional fee, charged directly to the Customer. The Contractor shall pick up Household Furniture and White Goods within seven (7) days of contact by the Customer to the Contractor. The Household Furniture and White Goods shall be placed at Curbside. These items shall be picked up at no extra charge. All White Goods are to be recycled.

- 3.3 **Receptacles** - The Contractor shall be required to pick up all Solid Waste, Household Furniture and White Goods generated from residential units which have been properly prepared and stored for collection as follows:
 - The Contractor shall supply and distribute a 96 gallon cart (the Standard Cart) to each Customer within the service area and shall replace all cracked and damaged carts. The cost of these Standard Carts will be borne by the Contractor. The Standard Carts shall remain the property of the Contractor. All Solid Waste shall be placed in the Standard Cart in plastic disposal bags and shall be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the Customer.
 - Non-containerized Household Trash shall be collected providing that it does not exceed four (4) feet in length nor be greater than forty (40) pounds in weight for any piece or segment of such materials.

- 3.4 **Bulky Waste and White Goods** need not be containerized.

- 3.5 The Contractor shall provide Solid Waste Collection Service to the following County facilities every Monday & Friday at no charge:

Public Works Yard	(16 yd)
Miccosukee Park	(4 yd)
Miccosukee Community Center	(4 yd)

Ft. Braden Park	(8 yd)
Ft. Braden Community Center	(4 yd)
Coe Landing Campground	(3-4 yd)
William Landing	(4 yd)
Halls Landing	(4 yd)

Trash Cans

Kate Ireland	(4 at park, 2 at landing)
Ben Stoutamire Landing	(2 at park, 1 at landing)
Wainwright Landing	(2)
Blounts Landing	(1)
Vause Landing	(2)
Elkhorn Landing	(1)
New Cypress Landing	(2)
Reeves Landing	(2)
Munson Preserve	(6)

*Lake Jackson Community Center

*Woodville Community Center

*Northeast Park

*County facilities that are anticipated to come on line within the term limits of the agreement.

3.6 Commercial Collection Service - The fee collected from commercial establishments, public buildings, public dining establishments, and multiple dwellings having public dining areas, attached thereto and incorporated herein as exhibit B or from commercial or industrial waste generators shall be approved by the County. The County shall approve the rates presently existing by agreement between the Contractor and the existing Customers with increases or decreases allowed only in conformance with Section 7.6.

All operators of commercial establishments, public buildings, public dining establishments, multiple dwellings having public dining areas attached thereto, and commercial or industrial waste generators where garbage, household waste and commercial waste is to be collected shall provide for the storage of such material upon the premises in one or more water-tight containers. The bulk containers shall be kept in a place easily accessible to garbage trucks and never upon any public streets, alley, road, sidewalk, parkway or part thereof. If sufficient space is not available upon such premises for such containers, the owner or operator shall provide smaller receptacles, and such receptacles shall be kept at a single point of collection, easily accessible to the Contractor.

Commercial establishments, public buildings, public dining establishments, multiple dwellings having public dining areas attached thereto, and commercial or industrial waste generators shall maintain adequate receptacles or bulk containers for collection of garbage. Loose cardboard and bulky cardboard cartons that cannot be placed in receptacles or containers shall be broken down and folded flat for recycling. Loose

paper and other such material subject to being scattered by animal, human or weather elements, shall be placed in receptacles or bulk containers by the Customer for collection.

The Contractor shall offer commercial recycling services to each commercial Customer.

- 3.7 Collection Equipment** - The Contractor shall have on hand and available for its use, at all times and in good working order, such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties hereunder. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. All replacement and additional vehicles shall be new equipment unless otherwise agreed to by the County. For residential collections, equipment shall be of the enclosed loader packer type and all equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Equipment is to be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letters and numbers not less than five (5) inches high on each side of the vehicle. The number of the vehicle shall be on the sides and rear of each vehicle and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except of events sponsored by the County.
- 3.8 Special Wastes, Infectious Wastes, Hazardous Wastes, Biomedical Wastes, Biological Wastes & Sludge** - The Contractor shall not be required to collect and dispose of Special Wastes (except White Goods and Household Furniture), Infectious waste, Hazardous Waste, Biomedical Waste, Biological Waste or Sludge, but may offer such service in the Franchise area. All such collection and disposal for those types of waste in this provision, when done by the Contractor, shall be in strict compliance with all federal, state and local laws and regulations.

ARTICLE IV
SERVICES TO BE PERFORMED BY THE CONTRACTOR - RECYCLING
DESCRIPTION OF THE WORK

- 4.1 The Contractor shall collect all newspapers, magazines, residential waste paper, glass containers, aluminum and metal cans, milk jugs, high density polyethylene (HDPE), polyethylene terephthalate (PETE) bottles, and corrugated cardboard set out for the purpose of Recycling from all residences which subscribe to Residential Solid Waste Collection Service. The collection of Recyclables shall be conducted through a commingled system which shall separate paper products from all other recyclables.

As it becomes appropriate or beneficial, other items may be added to the list at the direction of the Administrator. Likewise, if it becomes unfeasible or financially impractical to continue collection of any one of the above items, the Contractor may petition the Administrator for approval to discontinue collection of that item. Where an increase or decrease in the items collected affects the operational costs of the Contractor, the Contractor and the Administrator shall negotiate an appropriate adjustment in the rate paid to the Contractor per Customer.

- 4.2 **Point of Pickup of Recyclables** - Collection of Recyclables shall be at Curbside/Roadside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. Where the sole or all resident(s) of a dwelling unit is disabled due to age or infirmity as certified by a medical doctor, or the structures are located in such a manner as to provide non-accessibility to the crew or vehicle, an alternative location may be arranged with the Contractor. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location. If the Contractor is providing back door collection of Solid Waste, back door collection of Recyclables shall also be provided.
- 4.3 **Receptacles** - The Contractor shall pick up all Recyclables which have been properly prepared for collection and placed in approved Recycling containers or paper bags and set at curbside.

The Contractor shall supply and distribute at a minimum, two Recycling containers to each residence within the Franchise area that does not have a container and shall replace all cracked and damaged Recycling containers in the service area within five (5) working days. The Recycling Container shall remain the property of the Contractor. The cost of these containers will be borne by the Contractor. The Recycling containers shall be green, a minimum of 18 gallons in size and of a type approved by the County. Recycling containers shall be imprinted with a logo and/or Recycling theme as approved by the County.

The Contractor shall maintain an adequate supply of containers to provide for new residents or to replace those lost, stolen, broken or faded. Replacement of containers will be made free of charge to the Customer.

All recycling containers provided or replaced by the Contractor shall be identical in type, size and color, and shall be delivered by the Contractor.

In the event single stream recycling technology becomes available, and provided both the contractor and the county agree upon the method and cost of the collection, the Contractor will provide single stream residential recycling collection in a single 35 gallon wheeled container or in a similar sized container agreed to by both the County and the Contractor.

- 4.4 Record Keeping** - The Contractor shall be responsible for maintaining information and records adequate to determine weekly set out rates, by percent, and to determine weight of items recycled, and other information required by Leon County or the State of Florida necessary to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Management Trust fund. The Contractor shall furnish monthly reports containing the requested information to the County by the 10th of the following month.
- 4.5 Marketing of Recyclable Items** - The Contractor shall be responsible for marketing the Recyclables collected or otherwise ensuring the reuse of the Recyclables. The Contractor shall contract with a business approved by the County to perform these services. The cost of any such contract, as provide for above, shall be borne by the Contractor.
- 4.6 Collection Equipment** - The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of Recycling equipment and shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Prior to purchasing equipment it shall be the responsibility of the Contractor to determine the available space, turning radii, ceiling heights, etc. of the likely buyers or processors of the recycled materials. All replacement and additional vehicles shall be new equipment unless otherwise agreed by the County. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. A list of the Contractor's equipment shall be given to the County at the time of each annual audit.

Equipment is to be painted uniformly in colors exclusively selected for the Recycling program, and a business telephone number in letters not less than five (5) inches high on each side of the vehicle. Such equipment shall be used for the collection and transportation of recyclables only. The Contractor may also add his or her name and business telephone number to each side of the vehicle. The number of the vehicle shall be on the sides and rear of each vehicle and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted vehicles except for that approved by the County for promoting the Recycling program. The rear of the vehicle shall contain signs warning the public of frequent stops.

- 4.7 Promotion of the Recycling Program** - Promotion and education of County citizens about Recycling is critical to the success of the Recycling program. The Contractor shall be required to participate in the development and implementation of this program, including but not limited to consultation with any advertising firm used by the County, public appearances in support of the program, use of Recycling themes, colors, and logos on collection vehicles and containers, distribution of promotional literature, etc. The Contractor shall aid in distribution to all subscription customers of any promotional materials developed by the County with information explaining and supporting a Recycling program. In addition, the Contractor shall publish and mail to his recycling customers, at his expense, a County newsletter twice annually advising the customer on Recycling, Waste Reduction, and other Solid Waste issues.
- 4.8 White Goods** - All White Goods collected are to be recycled. Collection of any White Goods containing refrigerants such as Freon shall be in accordance with Federal, State and local laws, ordinances and regulations. The Contractor shall ensure removal of refrigerants from all White Goods before the White Goods are crushed or compacted.

ARTICLE V
SERVICES TO BE PERFORMED BY THE CONTRACTOR - YARD TRASH

- 5.1** The Contractor shall collect Yard Trash from all Residential Property.
- 5.2 Point of Pickup of Yard Trash** - Collection of Yard Trash shall be at Curbside/Roadside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. Where the resident of a dwelling unit is disabled due to age or infirmity, or the structures are located in such a manner as to provide non-accessibility to the crew or vehicle, an alternative location may be arranged with the Contractor. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.
- 5.3 Preparation of Yard Trash for Collection** - The Contractor shall pick up all Yard Trash generated from residential units which has been properly prepared and stored for collection as follows:
- Yard Trash shall be placed in Garbage Cans or other reusable containers or plastic or paper bags and be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the resident. Prior to placement in vehicle, Yard Trash shall be free of all paper, plastic, metal, glass and other contaminants.
- Non-containerized Yard Trash shall be collected providing that it does not exceed six (6) feet in length or four (4) inches in diameter for any piece or segment. Piles will be no larger than six (6) feet in length by four (4) feet in height and four (4) feet in width. Non-containerized Yard Trash will be collected within 24 hours of the posted collected schedule. Any non-containerized not collected within 24 hours will be subject to a fine (8.3.4). Limbs and branches exceeding these dimensions shall be collected by a Special Service, which may be arranged between the County and the Contractor. The fee may be paid directly to the Contractor by the resident.
- 5.4 Record Keeping** - The Contractor shall be responsible for maintaining information and records adequate to determine weekly set out rates, by percent, and to determine weight of Yard Trash diverted from landfilling and other information required by Leon County or the State of Florida necessary to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Trust fund. The Contractor shall furnish monthly reports to the County, due by the 10th of the following month containing the requested information.
- 5.5 Equipment** - The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of collection and disposal equipment. The equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All replacement and additional vehicles shall be new equipment unless otherwise agreed by

the County. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. A list of the Contractor's equipment shall be given to the County at the time of each annual audit.

- 5.6 Promotion of the Yard Trash Recycling Program** - Promotion and education of Leon County citizens about yard waste management is critical to the success of the waste reduction program. The Contractor shall be required to participate in the development and implementation of this program, including but not limited to consultation with any advertising firm used by the County, public appearances in support of the program, use of Recycling themes, colors, and logos on collection vehicles and containers, distribution of promotional literature, etc. The Contractor shall aid in distribution to his customers of any promotional materials developed by the County with information explaining and supporting a waste reduction or Recycling program.

ARTICLE VI
QUALITY OF SERVICE - CONTRACTOR'S PERSONNEL

- 6.1 Contractor's Officer(s)** - The Contractor shall list all officers, directors and principals of the company and all persons with ownership in excess of five percent (5 %). During the term of the Contract, the Contractor shall notify the County of any changes in officers, directors, principals or persons with ownership in excess of five percent (5%). If the Contractor sells the company, the County reserve the right to investigate the new owner(s) and to terminate the Contract if, in their judgment, the new owner(s) will not be able to meet the responsibilities of the contract.

The Contractor shall assign a qualified person or persons to be in charge of the operations within the Franchise area. The Contractor shall give the names of these persons to the County. Information regarding each person's experience and qualifications shall also be furnished. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the Administrator and/or Customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped and the Contractor will supply, install and maintain communication equipment for up to two (2) personnel of the waste control service of the County.

- 6.2 Employees of Contractor** - The Contractor at all times relative to this Agreement, shall be an independent Contractor and in no event shall the Contractor, nor any employees of the Contractor, nor any employees of the subcontractors of the Contractor, be considered to be employees of the County.
- 6.3 Employee Wages and Benefits** - Conditions of employment shall be published and conspicuously posted so all employees may be informed. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment.
- 6.4 Equal Opportunity** - The Contractor and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
- 6.5 Compliance with State, Federal, County and Municipal Law** - The Contractor shall comply with all applicable City, County, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.
- 6.6 Fair Labor Standards Act** - The Contractor is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended from time to time.

- 6.7 Dangerous Animals and Refuse Collection** - Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish Refuse collection. In any case where the owner or tenants have such animals at large, the Contractor shall immediately notify the Administrator of such condition and of his or her inability to make collection because of such conditions.
- 6.8 Conduct of Employees** - The Contractor shall see to it that its employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow the regular walkway for pedestrians while on private property. No trespassing by employees will be neither permitted, nor crossing property of neighboring premises unless residents or owners of both such properties have given permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants.
- 6.9 Employee Uniform Regulations** - The Contractor's Solid Waste collection employees shall wear a uniform or shirt bearing the company's name. The Contractor shall furnish to each employee an identifying badge, not less than two and one-half (2-1/2) inches in diameter, with numbers and letters at least one (1) inch high, uniform in type. Employees shall be required to wear such badges while on duty. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.
- 6.10** Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.
- 6.11** The Contractor shall provide operating training and safety training for all personnel.
- 6.12** The Contractor shall, wherever possible, employ its personnel from residents of Leon County.

**ARTICLE VII
CHARGES, RATES, AND LEVEL OF SERVICE
PAYMENT AND BILLING**

7.1 Rate Schedule - Rates shall be delineated in the Rate Schedule attached hereto and incorporated herein as Exhibit A. The Rate Schedule will be revised annually to reflect changes in the rate due to CPI adjustments in accordance with 7.6.1 and fuel adjustments in accordance with 7.6.2.

7.2 Residential Billing Procedures

7.2.1 Subscription Service- The Contractor shall be responsible for all billing and payment collections for subscription service. Residential Solid Waste Collection Customers shall be billed quarterly at a rate(s) established in the Rate Schedule. The Rate Schedule for Residential Solid Waste Collection shall not include disposal.

7.2.2 Universal Collection - Should the County implement universal collection in a portion of the unincorporated area the County will be responsible for the billing of those customers within the universal collection area.

7.3 Commercial Billing Procedures - The Contractor shall be responsible for all billing and payment collections. Commercial Solid Waste Collection Customers may be billed as often as monthly at a rate(s) pursuant to the Rate Schedule.

7.4 Commercial Hand Load - The Contractor may offer Commercial Solid Waste Collection service using either garbage cans or a Standard Cart. If commercial waste from commercial establishments is co-mingled with residential waste during the collection process, all the waste shall be considered commercial waste.

7.5 Invoice Requirements - The Contractor shall mail all invoices for service in a Number 10 standard business envelope with a self-addressed remittance envelope. The Contractor shall also have the ability to include one (1) 8-1/2" X 11" tri-fold insertion with the invoice as provided by the County or the Contractor.

7.6 Adjustments to the Rate Schedule- The fees payable to the Contractor, beginning on April 1, 2008 shall be adjusted upward or downward to reflect changes in the cost of doing business as measured by fluctuations in the Consumer Price Index, Bureau of Labor and Statistics, National Index All Items (**CPI**) and the average price of diesel fuel for the Lower Atlantic No. 2 Diesel retail Sales (**Diesel Index**) by All Sellers (reported by the Energy Information Association as series DDR01Z.) In the event either indicator is discontinued, a new index mutually agreed upon by the County and the Contractor may be utilized.

7.6.1 CPI - On April 1, 2008 and every twelve (12) month interval thereafter, 87.5% of the monthly collection fees or compensation to the Contractor shall be increased or decreased in a percentage amount equal to 75% of the net percentage change in the said CPI, not to exceed five percent (5 %) per year, but to increase or decrease each year to capture the total increase or decrease through the term of the Contract. The preceding February index will be used for the calculation.

- 7.6.2 Diesel Index** - On April 1, 2008 and every twelve (12) month interval thereafter, 12.5% of the monthly collection fees or compensation to the Contractor shall be increased or decreased in a percentage amount equal to 100% of the net change in Diesel Index. The first reported average price in February will be used for the calculation.
- 7.6.3 Rate Adjustments Under Universal Collection** – For universal collection the rates shall be adjusted in accordance with the same formula outlined in this Section with the exception that new rates would not take effect until October 1st of that year.
- 7.7 Unusual Changes or Costs** - The Contractor may petition the County for rate adjustments at reasonable times on the basis of unusual changes in its cost of doing business, such as revised laws, ordinances, or regulations, changes in location of disposal sites or changes in disposal charges, etc. The Contractor shall be required to transport all collected materials to any designated Solid Waste Management Facility in Leon County at no extra cost. For any transportation of collected materials outside Leon County, the Contractor shall be paid a negotiated rate for all transportation from the Leon County line to the ultimate destination.
- 7.8 Level and Type of Service for Collection of Other Wastes** - Where the Contractor agrees to collect Special Wastes, Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste or Sludge, a written agreement between the Contractor and the Customer shall be entered into regarding the level and type of service to be provided, at a rate to be negotiated between the parties involved. However, upon failure of the parties to reach such an agreement for Commercial Collection Service only, either party may apply to the Administrator, who shall establish the level and type of service to be provided, including the size of the container and number of pickups per week. All such collection and disposal for those types of waste to this provision when done by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.
- 7.9 Franchise Fee** - This franchise is granted on the further condition that the franchisee remit to the County a franchise fee which shall be five percent (5%) of the annual gross revenues collected within the franchise area serviced under this franchise commencing April 22, 2007. Payment of the franchise fee shall be made by the Contractor on a quarterly basis in arrears for revenues received for services provided after April 21, 2007 by no later than thirty (30) days after the close of each quarter. All amounts which are not paid when due and payable hereunder shall bear interest at twelve (12) percent until paid. The franchise fee is subject to change, modification, restriction, amendment or limitation from time to time as shall be deemed reasonably necessary or appropriate by the County.
- 7.10 Storm** – The Contractor shall track and the County shall verify on a quarterly basis the volume of waste the contractor collects under normal, non-Disaster Event influenced conditions. Should waste volume collected by the Contractor in a quarter be greater by fifteen percent (15%) than such volume collected by Contractor in the same quarter of the previous year, and the increase in volume is attributable to a recent Storm or Disaster Event as declared by the County, the Contractor shall be entitled to additional compensation for the collection of waste in excess of normal volumes for the same period. Such

compensation shall be calculated at the average rate charged to Leon County by its storm debris collection contractors. All activities performed by the Contractor attributed to a County designated Storm or Disaster Event will be subject to verification by the County's Disaster Debris Removal Monitor and/or any other County Designee. The Contractor must satisfy the requirements of any applicable law or requirements such as the record keeping requirements of the Federal Emergency Management Agency.

**ARTICLE VIII
CONTRACT PERFORMANCE/DAMAGES/DEFAULT**

8.1 CONTRACT PERFORMANCE

- 8.1.1 Liaison between County and Contractor** - All dealings, contracts, notice and payments between the Contractor and the County shall be directed by the Contractor to the Administrator. The representative for the purposes of answering any technical questions with regard to this Contract is the Leon County Director of Solid Waste, (850) 606-1800.
- 8.1.2** The Contractor's performance of this Contract shall be supervised by the Administrator. If at any time during the term of the Contract, performance satisfactory to the Administrator shall not have been made, the Contractor, upon notification by the Administrator shall increase the labor force, tools and equipment as needed to properly perform this Contract. The failure of the Administrator to give such notification shall not relieve the Contractor of his or her obligation to perform the Work at the time and in the manner specified by this Contract.
- 8.1.3** The Contractor shall furnish the Administrator or his or her Authorized Representative with every reasonable opportunity for ascertaining whether or not the Work as performed is in accordance with the requirements of the Contract.
- 8.1.4** The Administrator may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall admit Authorized Representatives of the County to make such inspections at any reasonable time and place.
- 8.1.5** The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

8.2 COOPERATION/COORDINATION

- 8.2.1** The County and its Authorized Representatives shall be permitted free access to every facility for the inspection of all Work, equipment and facilities of Contractor.
- 8.2.2** The Contractor shall cooperate with Authorized Representatives of the County in every reasonable way in order to facilitate the progress of the Work contemplated under this Contract. The Contractor shall have at all times a competent and reliable English speaking representative on duty authorized to receive orders and to act for him in the case of his or her absence.

8.3 COMPLAINTS AND COMPLAINT RESOLUTION

8.3.1 Office- The Contractor shall establish and maintain an office within Leon County where complaints can be received. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during business hours. The office shall be open during normal business hours, 8:00 o'clock a.m., to 5:00 o'clock p.m., Monday through Friday, and 8:00 o'clock a.m., to 12:00 o'clock noon on Saturday.

8.3.2 Complaints - The Contractor shall prepare and maintain, in accordance with the format approved by the County, a register on all complaints, and indicate the disposition of each complaint. The register shall be available for County inspection at all times during business hours. The form shall also indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. When a complaint is received before 12:00 o'clock noon it shall be serviced that day; otherwise, it shall be serviced no later than the next working day. A monthly listing of all the complaints filed and their disposition shall be provided monthly to the Administrator. Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the Administrator and representative of the Contractor. Disputes shall be referred to the Administrator and his or her decision shall be observed, unless or until the matter is presented to a court of competent jurisdiction by the Contractor or the County.

8.3.3 Notification to Customers - The Contractor shall notify all customers at least once per year, in a newspaper of general circulation, about complaint procedures, rates, regulations, and the days of collection. Such notification shall be approved by the County prior to publication.

8.3.4 Complaints not Serviced - Should the Contractor fail to perform in accordance with the provisions of the Contract, the Administrator may assess liquidated damages pursuant to this provision on a monthly basis for the following infractions, after giving the Contractor reasonable opportunity to comply:

Legitimate Complaints (1-4)	\$ 30.00 each case
Legitimate Complaints (5-9)	\$ 45.00 each case
Legitimate Complaints (10-14)	\$ 60.00 each case
Legitimate Complaints (15-19)	\$ 75.00 each case
Legitimate Complaints (20 or more)	\$ 90.00 each case
Using Improper Vehicles without County consent	\$ 90.00 each case
Failure to clean vehicles or containers	\$ 90.00 each case
Loaded vehicles left standing on street unnecessarily	\$ 90.00 each case
Failure to repair or replace Standard Cart within five (5) working days	\$ 45.00 each case
Failure to provide or replace recycling bins within five (5) working days	\$30.00 each case
Failure to collect Yard Trash within	

24 hour of schedule collection time \$25.00 each case

Legitimate Complaints requiring County action in collection of garbage, recycling or yard trash: \$150 each case plus actual costs incurred by the County.

Failure to maintain schedules as established by the requirements of this Agreement: \$300 per route missed plus weekly cost of collection for each residence on the route.

Failure to submit required records with required time frame	\$100 per occurrence
Commingling of contracted and non-contracted waste	\$200 per ton
Equipment out of compliance	\$100 per occurrence

These sums shall be reflective of violations of the terms of the Contract on a per occurrence per day basis. However, the Contractor shall not be liable for damages because of any delays in the performance of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of the government, fires, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of Subcontractors or suppliers due to such unforeseen causes. Continuous and repeated instances of complaints not serviced shall be considered a breach of this Contract and subject to the provisions in Section 8.4 of this Contract.

8.3.5 Disputes about Collection of Certain Items - It is recognized that disputes may arise between the County and the Contractor with regard to the collection of certain items. The Administrator may from time to time notify the Contractor by telephone and facsimile to remove all such Refuse. Should the Contractor fail to remove the Refuse within twenty-four (24) hours from time of notification, the County will do so and all costs incurred by the County, plus a twenty per cent (20 %) surcharge, shall be assessed from the Contractor. Notice of the amount shall be given to the Contractor. If the Administrator determines that disputed Refuse did not conform to contract specification, the Contractor shall be entitled to compensation for removal.

8.4 DEFAULT AND DISPUTE OF THE AGREEMENT

8.4.1 It shall be the duty of the Administrator to observe closely the Solid Waste, Bulky Waste, Recycling, white goods and Yard Trash collection services and determine if, in the opinion of the Administrator, there has been a breach of contract due to any of the following:

- The Contractor takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or,

- By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,
- By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession of control shall continue in effect for a period of sixty (60) days; or,
- The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted; or,
- Any lien is filed against the Contractor's premises located in Leon County because of any act or omission of the Contractor and is not removed or the County adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof from the Administrator; or,
- The Contractor has abandoned, failed, or refused to perform or observe each and every promise in this Agreement, or has failed or refused to comply with the reasonable instructions of the Administrator pursuant to the Contract relative thereto. This may be considered a material breach of this Agreement and the Administrator shall notify the Contractor in writing of the breach. A copy of such written notice is to be mailed to the surety on the performance bond if within a period of seven (7) days if the Contractor has not eliminated the conditions considered to be a breach of contract. The Administrator may declare a default on this Agreement and notify the Contractor and the surety on the performance bond of such a declaration of default, or authorize the Administrator to take other action.

8.4.2 In the event of the aforesaid events specified in provisions 8.4.1 above and except as otherwise provided in said provisions, termination shall be effective upon the date specified, if any, in the County's written notice to the Contractor and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the County under this Contract to the Contractor shall cease, and the County shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The Contractor, for failure to perform, shall reimburse the County all direct and indirect costs of providing interim Solid Waste, Recycling and Yard Waste Collection Services.

The Contractor shall be excused from performance in cases of war, insurrection, riot, or other causes beyond the Contractor's control or what it could not reasonably foresee. If the Contractor is unable for any reason to resume performance at the end of thirty (30) calendar days, the County shall be free to negotiate with other contractors for the operation of said collection services and to terminate this Agreement. Such operation with another contractor shall not release the Contractor hereto of its liability to the

County for such breach of this Agreement. For the purpose of this provision a strike shall be considered within the control of the Contractor.

8.4.3 Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the Administrator, who shall reduce the decision to writing and furnish a copy thereof to the parties.

The Contractor expressly recognizes the paramount right and duty of the County to provide adequate garbage and trash collections as necessary government functions, and further agrees, in consideration for the execution of the Contract, that in the event the County shall invoke the provisions of this provision, Contractor will either negotiate with the County for an adjustment on the matter or matters in dispute, or present the matter to a court of competent jurisdiction.

8.5 RIGHT TO REQUIRE PERFORMANCE

8.5.1 The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce the same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provisions, or as a waiver of any provision itself.

**ARTICLE IX
GENERAL, FINANCIAL AND INSURANCE REQUIREMENTS**

9.1 ILLEGAL PROVISIONS

If any provisions of this Agreement should be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the County determines that the citizens of Leon County prefer a different level of service, the Contractor agrees to negotiate a different level of service, and rates therefore, in keeping with the general costs set forth herein.

9.2 PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect, and shall provide copies to the County.

9.3 TITLE TO WASTE

The County reserves the right at all times to hold title and ownership to all Solid Waste, Recyclables and Yard Trash collected by the Contractor.

9.4 SUBCONTRACTORS

Subcontractors will be dealt with as workers and representatives of the Contractor, and as such shall be subject to the same requirements as to character and competence as are other employees of the Contractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract and despite such subcontracting the County shall deal through the Contractor.

9.5 BONDS AND SURETIES

9.5.1 Performance/Payment Bond - The Contractor shall furnish a Performance/Payment Bond in the form attached to these Specifications as security for the performance of this Contract with Leon County. Said Performance/Payment Bond will be in the amount of \$500,000.00, to remain in force for the duration of this Contract. Premium for the bond described above shall be paid by the Contractor.

9.5.2 Requirements as to Surety - The Performance/Payment Bond shall be written by a surety company licensed to do business in the State of Florida. Any Surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business thereto. The requirement of a Florida resident agent shall be waived by the County if evidence satisfactory to the County is provided that applicable requirements have been met to permit service of process on a State official under State law.

9.6 INSURANCE REQUIREMENTS

9.6.1 Contractor and Subcontractor - The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work

hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

9.6.2 Minimum Limits of Insurance - Contractor shall maintain limits no less than:

- General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate.
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (**Non-owned, Hired Car**).
- Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. *Waiver of Subrogation in lieu of Additional Insured is required.*

9.6.3 Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9.6.4 Other Insurance Provisions - The policies are to contain, or be endorsed to contain, the following provisions:

9.6.4.1 General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

9.6.4.2 All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

9.6.5 Acceptability of Insurers - Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

9.6.6 Verification of Coverage - Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

9.6.7 Subcontractors - Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9.7 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. It is understood that the County has ordinances for effecting a Solid Waste Management program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of this Contract, the ordinances shall be the governing factor for performance of the Contract.

9.8 INDEMNITY

The Contractor will defend, indemnify, save harmless, and exempt the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from or based on (i) violation of applicable laws, ordinances, rules or regulations by the Contractor, its agents or employees; (ii) injury to persons or damage to property arising out of the Contractor's or its agents and/or employee's intentional, willful or negligent acts or omissions in anyway related to services the performance of services under this Second Franchise Extension Agreement.

9.9 SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of all rights and privileges afforded Leon County, as a political subdivision of the State of Florida, under Section 768.28, Florida Statutes.

9.10 VENUE

This Agreement and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida, and all suits shall be brought in the Circuit Court of Leon County, Florida.

9.11 DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace.

9.12 ASSIGNMENT AND SUBLETTING

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the County. In the event of any assignment, the assignee shall assume the full liability of the Contractor.

9.13 TERMINATION

This agreement may be terminated by either party with cause as set out in Section 8.4, upon failure to cure after written notice, there upon thirty (30) days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination on a pro rata basis.

9.14 BOOKS AND RECORDS

The County shall have the right to review all records pertaining to this Contract maintained by the Contractor on three (3) days written notice. A certified annual financial statement of the parent company shall be furnished to the County within ninety (90) days of the close of the fiscal year of such parent company or associated entity on an annual basis throughout the term of this Agreement and any extension thereof.

9.15 NOTICES

A letter addressed and sent by United States mail to either party at its business address shown herein shall be sufficient notice whenever required for any purpose under this Agreement.

CONTRACTOR

WASTE MANAGEMENT, INC. OF FLORIDA

By: [Signature]
Its: Vice President
9/15/06

LEON COUNTY, FLORIDA

BY: [Signature] - Vice Chairman
Bill Proctor, Chairman
Board of County Commissioners

ATTESTED BY:
BOB INZER, CLERK OF THE COURT



BY: [Signature]
Clerk

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: [Signature]
Herbert W.A. Thiele, Esq.
County Attorney

EXHIBIT "A"
BASELINE RESIDENTIAL RATES

<u>Service</u>	<u>Monthly Subscription Charge</u>	<u>Monthly Charge for Universal Collection</u>
Standard Curb-side Residential	\$16.62	\$15.15
Backdoor Residential (medical need)	\$16.62	\$15.15
Backdoor Residential (no medical need)	\$18.00	\$18.00

These rates will take effect on April 21, 2007 and may be adjusted according to the terms of this agreement beginning on April 30, 2008.

EXHIBIT "B"
BASELINE COMMERCIAL RATES

<u>Container Size</u>	<u>Once per Week Pickup Rate</u>	<u>Twice per Week Pickup Rate</u>	<u>Daily Pickup /Extra Pickup Rate</u>
96 Gallon Wheeled Cart	\$32.30	\$52.95	\$15.75
2 Yard Container	\$71.00	\$139.15	\$40.00
4 Yard Container	\$142.02	\$275.50	\$60.00
6 Yard Container	\$213.05	\$404.75	\$80.00
8 Yard Container	\$284.05	\$539.65	\$100.00
4 Yard Vertical Compactor	\$197.40	\$384.93	\$140.00
6 Yard Vertical Compactor	\$278.48	\$526.10	\$160.00
20 Yard Self Contained Compactor	\$357.50	Will Quote	N/A
30 Yard Compactor	\$357.50	Will Quote	N/A
40 Yard Compactor	\$357.50	Will Quote	N/A
Open Top Roll-off Boxes	Not included in franchise area	Not included in franchise area	Not included in franchise area

1. Rates include 5% Franchise Fee.
2. All self contained and stationary compactors are price per haul, plus actual disposal per haul.
3. Customer owned containers on all compactors – WMI will lease unit's on request.



WASTE MANAGEMENT
1378-A S. Volusia Avenue
Orange City, FL 32763
(386) 456-2002
(386) 774-1383 Fax

FEB 19 2007

February 16, 2007

Mr. Norm Thomas
Leon County
7550 Apalachee Parkway
Tallahassee, FL 32311

RE: Extension Certificate
 Leon County
 Bond # PB91-0038

Please find enclosed the extension certificate issued in favor of Leon County on behalf of Waste Management Inc. of Florida.

Should you have any questions, please feel free to give me a call at 386/456-2002.

Regards

A handwritten signature in cursive script that reads "Margie Padilla".

Margie Padilla
Municipal Contracts Administrator

MP/encl.

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

100 BANK STREET, SUITE 610 BURLINGTON, VT 05401

EXTENSION CERTIFICATE
(To be filed with the Obligee)
PERFORMANCE BOND

Bond Number: PB91-0038

To be attached to Bond described below, executed by National Guaranty Insurance Company of Vermont as Surety:

PRINCIPAL: Waste Management of Leon County, Inc.
OBLIGEE: Board of County Commissioners of Leon County, FL
DESCRIPTION: Solid Waste Collection

Said Principal and said Surety hereby agree that the term of said bond is extended from the Twenty-First day of April, 2007 to the Twenty-First day of April, 2008 subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the amount of Five Hundred Thousand and no/100 Dollars ----- (\$ 500,000.00).

Signed, sealed and dated this 9th day of February, 2007.

Waste Management of Leon County, Inc.

By: *Maria D. Zuniga*
Maria D. Zuniga, Attorney-In-Fact

National Guaranty Insurance Company of Vermont

By: *Jennifer A. George*
Jennifer A. George, Attorney-In-Fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 610, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Julie S. Boucher, Jennifer A. George, Susan D. Precourt, and Marcy Waterfall of Burlington, Vermont, Marc W. Boots, Richard Covington, Maria D. Zuniga, Mary Ann Garcia, P.T. Osburn, and Stephen R. Smith of Houston, Texas, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

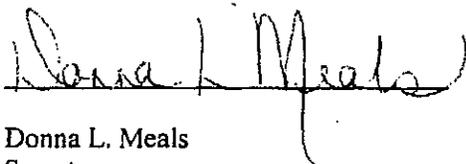
1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

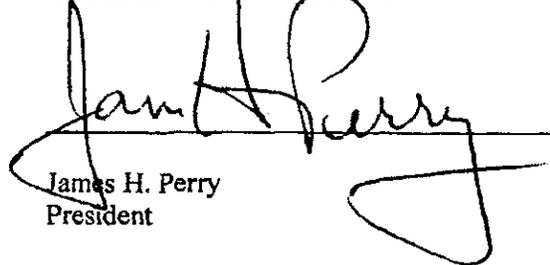
The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this 9th day of February, 2007, in Burlington, Vermont.

Witness:


Donna L. Meals
Secretary

**NATIONAL GUARANTY INSURANCE
COMPANY OF VERMONT**


James H. Perry
President

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation"), has constituted and appointed and does hereby constitute and appoint Marc W. Boots, Richard Covington, Mark W. Edwards II, Mary Ann Garcia, Leslie K. Hudgens, Christopher M. Muscolino, P.T. Osburn, Stephen R. Smith and Maria D. Zuniga of McGriff, Seibels & Williams of Texas, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

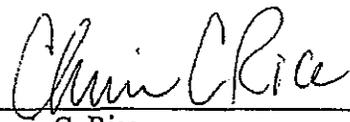
The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President and Treasurer, and its corporate seal to be hereto affixed this 9th day of February, 2007.

Witness:

Waste Management, Inc.


Donna L. Meals
Director, Financial Assurance


Cherie C. Rice
Vice President, Finance and Treasurer

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
1019726 Alberta Ltd.		Corporation	Alberta
1329409 Ontario Inc.		Corporation	Ontario
3368084 Canada Inc.		Corporation	Canada
635952 Ontario Inc.		Corporation	Ontario
Acaverde S.A. de C.V.		Corporation	Mexico
Acaverde Servicios, S.A. de C.V.		Corporation	Mexico
Advanced Environmental Technical Services, L.L.C.		Limited Liability Company	Delaware
Akron Regional Landfill, Inc.		Corporation	Delaware
Alabama Waste Disposal Solutions, L.L.C.		Limited Liability Company	Alabama
Alliance Sanitary Landfill, Inc.		Corporation	Pennsylvania
Alpharetta Transfer Station, LLC		Limited Liability Company	Georgia
American Landfill, Inc.		Corporation	Ohio
American RRT Fiber Supply, L.P.		Limited Partnership	Pennsylvania
Anderson Landfill, Inc.		Corporation	Delaware
Antelope Valley Recycling and Disposal Facility, Inc.		Corporation	California
Arden Landfill, Inc.		Corporation	Pennsylvania
Atlantic Waste Disposal, Inc.		Corporation	Delaware
Automated Salvage Transport Co., L.L.C.		Limited Liability Company	Delaware
Auxiwaste Services SA		Corporation	France
Azusa Land Reclamation, Inc.		Corporation	California
B&B Landfill, Inc.		Corporation	Delaware
Barre Landfill Gas Associates, L.P.		Limited Partnership	Delaware
Bayside of Marion, Inc.		Corporation	Florida
Beecher Development Company		Joint Venture	Illinois
Bestan Inc.		Corporation	Quebec
Big Dipper Enterprises, Inc.		Corporation	North Dakota
Bio-Energy Partners		General Partnership	Illinois
Bluegrass Containment, L.L.C.		Limited Liability Company	Delaware
Brazoria County Recycling Center, Inc.		Corporation	Texas
Burnsville Sanitary Landfill, Inc.		Corporation	Minnesota
C&C Disposal, LLC		Limited Liability Company	Georgia
C.I.D. Landfill, inc.		Corporation	New York
CA Newco, L.L.C.		Limited Liability Company	Delaware
Cal Sierra Disposal		Corporation	California
California Asbestos Monofill, Inc.		Corporation	California
Canadian Waste Services Holdings Inc.		Corporation	Ontario
CAP/CRA, L.L.C.		Limited Liability Company	Illinois
Capital Sanitation Company		Corporation	Nevada
Capitol Disposal, Inc.		Corporation	Alaska
Carolina Grading, Inc.		Corporation	South Carolin
Carver Transfer & Processing, LLC		Limited Liability Company	Minnesota
Cedar Ridge Landfill, Inc.		Corporation	Delaware
Central Disposal Systems, Inc.		Corporation	Iowa
Central Missouri Landfill, Inc.		Corporation	Missouri
Chadwick Road Landfill, Inc.		Corporation	Georgia
Chambers Clearview Environmental Landfill, Inc.		Corporation	Mississippi
Chambers Development Company, Inc.		Corporation	Delaware
Chambers Development of Ohio, Inc.		Corporation	Ohio
Chambers of Asia		Corporation	Hong Kong
Chambers of Georgia, Inc.		Corporation	Delaware
Chambers of Hong Kong, Inc.		Corporation	Hong Kong
Chambers of Mississippi, Inc.		Corporation	Mississippi

Affiliate Entity Report**Active Legal Entities**

Name	Federal ID No.	Entity Type	State of Incorporation
Chastang Landfill, Inc.		Corporation	Delaware
Chemical Waste Management of Indiana, L.L.C.		Limited Liability Company	Delaware
Chemical Waste Management of the Northwest, Inc.		Corporation	Washington
Chemical Waste Management, Inc.		Corporation	Delaware
Chesser Island Road Landfill, Inc.		Corporation	Georgia
City Disposal Systems, Inc.		Corporation	Delaware
City Environmental Services, Inc. of Waters		Corporation	Michigan
City Environmental, Inc.		Corporation	Delaware
City Management Corporation		Corporation	Michigan
Cleburne Landfill Company Corp.		Corporation	Alabama
Coast Waste Management, Inc.		Corporation	California
Colorado Landfill, Inc.		Corporation	Delaware
Connecticut Valley Sanitary Waste Disposal, Inc.		Corporation	Massachusetts
Conservation Services, Inc.		Corporation	Colorado
Container Recycling Alliance, LLC		Limited Liability Company	Delaware
Continental Waste Industries Arizona, Inc.		Corporation	New Jersey
Corporate Housing Initiatives II Limited Partnership		Limited Partnership	Delaware
Coshocton Landfill, Inc.		Corporation	Ohio
Cougar Landfill, Inc.		Corporation	Texas
Countryside Landfill, Inc.		Corporation	Illinois
Cuyahoga Landfill, Inc.		Corporation	Delaware
CWM Chemical Services, L.L.C.		Limited Liability Company	Delaware
Dafter Sanitary Landfill, Inc.		Corporation	Michigan
Dauphin Meadows, Inc.		Corporation	Pennsylvania
Deep Valley Landfill, Inc.		Corporation	Delaware
Deer Track Park Landfill, Inc.		Corporation	Delaware
Del Almo Landfill, L.L.C.		Limited Liability Company	Delaware
Deland Landfill, Inc.		Corporation	Delaware
Delaware Recyclable Products, Inc.		Corporation	Delaware
Dickinson Landfill, Inc.		Corporation	Delaware
Disposal Service, Incorporated		Corporation	West Virginia
Dominium Opportunity Fund, A California Limited Partnership		Limited Partnership	California
Donahue/JRP Asia Pacific Ltd		Corporation	Hong Kong
E.C. Waste, Inc.		Corporation	Puerto Rico
Earthmovers Landfill, L.L.C.		Limited Liability Company	Delaware
East Liverpool Landfill, Inc.		Corporation	Ohio
Eastern One Land Corporation		Corporation	Delaware
eCycling Services, L.L.C.		Limited Liability Company	Delaware
El Coqui Landfill Company, Inc.		Corporation	Puerto Rico
El Coqui Waste Disposal, Inc.		Corporation	Delaware
ELDA Landfill, Inc.		Corporation	Delaware
Eik River Landfill, Inc.		Corporation	Minnesota
Envirofil of Illinois, Inc.		Corporation	Illinois
Evergreen Landfill, Inc.		Corporation	Delaware
Evergreen National Indemnity Company		Corporation	Ohio
Evergreen Recycling and Disposal Facility, Inc.		Corporation	Delaware
Farmer's Landfill, Inc.		Corporation	Missouri
Feather River Disposal, Inc.		Corporation	California
Fernley Disposal, Inc.		Corporation	Nevada
Front Range Landfill, Inc.		Corporation	Delaware
G.I. Industries		Corporation	Utah
GA Landfills, Inc.		Corporation	Delaware

Affiliate Entity Report

Attachment # 1
Page 48 of 89

Active Legal Entities

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
Gallia Landfill, Inc.		Corporation	Delaware
Garnet of Maryland, Inc.		Corporation	Maryland
Gateway Transfer Station, LLC		Limited Liability Company	Georgia
GCP Engineering Ltd		Corporation	Hong Kong
Georgia Waste Systems, Inc.		Corporation	Georgia
Gestion Des Rebutis D.M.P. Inc.		Corporation	Quebec
Giordano Recycling, L.L.C.		Limited Liability Company	Delaware
Glen's Sanitary Landfill, Inc.		Corporation	Michigan
Grand Central Sanitary Landfill, Inc.		Corporation	Pennsylvania
Grupo WMX, S.A. De C.V.		Corporation	Mexico
Guadalupe Mines Mutual Water Company		Not For Profit Corporation	California
Guadalupe Rubbish Disposal Co., Inc.		Corporation	California
Guam Resource Recovery Partners, L.P.		Limited Partnership	Delaware
Ham Lake Haulers, Inc.		Corporation	Minnesota
Harris Sanitation, Inc.		Corporation	Florida
Harwood Landfill, Inc.		Corporation	Maryland
Hedco Landfill Limited		Corporation	England
Hillsboro Landfill Inc.		Corporation	Oregon
Holyoke Sanitary Landfill, Inc.		Corporation	Massachusetts
IN Landfills, L.L.C.		Limited Liability Company	Delaware
Independent Sanitation Company		Corporation	Nevada
Jahner Sanitation, Inc.		Corporation	North Dakota
Jay County Landfill, L.L.C.		Limited Liability Company	Delaware
JFS (UK) Limited		Corporation	England
Jones Sanitation, L.L.C.		Limited Liability Company	Delaware
K and W Landfill Inc.		Corporation	Michigan
Kahle Landfill, Inc.		Corporation	Missouri
Keene Road Landfill, Inc.		Corporation	Florida
Kelly Run Sanitation, Inc.		Corporation	Pennsylvania
Key Disposal Ltd.		Corporation	British Columi
KeyCorp Investment Limited Partnership		Limited Partnership	Ohio
King George Landfill, Inc.		Corporation	Virginia
L&M Landfill, Inc.		Corporation	Delaware
La Quinta Medical/Commercial Plaza, Ltd.		Limited Partnership	California
Lakeville Recycling, L.P.		Limited Partnership	Delaware
Land Reclamation Company, Inc.		Corporation	Delaware
Land South Holdings, LLC		Limited Liability Company	Delaware
Landfill of Pine Ridge, Inc.		Corporation	Delaware
Landfill Services of Charleston, Inc.		Corporation	West Virginia
Laurel Highlands Landfill, Inc.		Corporation	Pennsylvania
LCS Services, Inc.		Corporation	West Virginia
Liberty Landfill, L.L.C.		Limited Liability Company	Delaware
Liberty Lane West Owners' Association		Not For Profit Corporation	New Hampsh
Liquid Waste Management, Inc.		Corporation	California
Longleaf C&D Disposal Facility, Inc.		Corporation	Florida
Longmont Landfill, L.L.C.		Limited Liability Company	Delaware
M.S.T.S. Limited Partnership		Limited Partnership	Illinois
M.S.T.S., Inc.		Corporation	Delaware
Mahoning Landfill, Inc.		Corporation	Ohio
Marangi Bros., Inc.		Corporation	New Jersey
Mass Gravel Inc.		Corporation	Massachusetts
Mc Ginnes Industrial Maintenance Corporation		Corporation	Texas

Affiliate Entity Report

Active Legal Entities

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
McDaniel Landfill, Inc.		Corporation	North Dakota
McGill Landfill, Inc.		Corporation	Michigan
Meadowfill Landfill, Inc.		Corporation	Delaware
Michigan Environs, Inc.		Corporation	Michigan
Midwest One Land Corporation		Corporation	Delaware
Minneapolis Refuse, Incorporated		Corporation	Minnesota
Modern-Mallard Energy, LLC		Limited Liability Company	Delaware
Modesto Garbage Co., Inc.		Corporation	California
Moor Refuse, Inc.		Corporation	California
Mountain Indemnity Insurance Company		Corporation	Vermont
Mountain Indemnity International Limited		Corporation	Ireland
Mountainview Landfill, Inc. (MD)		Corporation	Maryland
Mountainview Landfill, Inc. (UT)		Corporation	Utah
Nassau Landfill, L.L.C.		Limited Liability Company	Delaware
National Guaranty Insurance Company of Vermont		Corporation	Vermont
New England CR L.L.C.		Limited Liability Company	Delaware
New Milford Landfill, L.L.C.		Limited Liability Company	Delaware
New Orleans Landfill, L.L.C.		Limited Liability Company	Delaware
NH/VT Energy Recovery Corporation		Corporation	New Hampsh
North America One Land Company, L.L.C.		Limited Liability Company	Delaware
Northwestern Landfill, Inc.		Corporation	Delaware
Nu-Way Live Oak Reclamation, Inc.		Corporation	Delaware
Oakridge Landfill, Inc.		Corporation	South Carolin
Oakwood Landfill, Inc.		Corporation	South Carolin
Okeechobee Landfill, Inc.		Corporation	Florida
Orange County Landfill, Inc.		Corporation	Florida
Ozark Ridge Landfill, Inc.		Corporation	Arkansas
P & R Environmental Industries, L.L.C.		Limited Liability Company	North Carolin
Pacific Waste Management L.L.C.		Limited Liability Company	Delaware
Palmetto Seed Capital Fund		Trust	South Carolin
Palo Alto Sanitation Company		Corporation	California
Paper Recycling International, L.P.		Limited Partnership	Delaware
Pappy, Inc.		Corporation	Maryland
Peltz H.C., LLC		Limited Liability Company	Wisconsin
Pen-Rob, inc.		Corporation	Arizona
Pennwood Crossing, Inc.		Corporation	Pennsylvania
Penueias Valley Landfill, Inc.		Corporation	Puerto Rico
People's Landfill, Inc.		Corporation	Delaware
Peterson Demolition, Inc.		Corporation	Minnesota
Phoenix Resources, Inc.		Corporation	Pennsylvania
Pine Grove Landfill, Inc. (DE)		Corporation	Delaware
Pine Grove Landfill, Inc. (PA)		Corporation	Pennsylvania
Pine Ridge Landfill, Inc.		Corporation	Delaware
Pine Tree Acres, Inc.		Corporation	Michigan
Plantation Oaks Landfill, Inc.		Corporation	Delaware
Polk Gas Producers, LLC		Limited Liability Company	Michigan
PPP Corporation		Corporation	Delaware
Prairie Bluff Landfill, Inc.		Corporation	Delaware
ProCentury Corporation		Corporation	Ohio
Pulaski Grading, L.L.C.		Limited Liability Company	Delaware
Pullman-Hoffman, Inc.		Corporation	Ohio
Quail Hollow Landfill, Inc.		Corporation	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Questquill Limited		Corporation	United Kingdc
R & B Landfill, Inc.		Corporation	Georgia
RAA Colorado, L.L.C.		Limited Liability Company	Colorado
RAA Trucking, LLC		Limited Liability Company	Wisconsin
Rail Cycle North Ltd.		Corporation	Ontario
RCI Hudson, Inc.		Corporation	Massachusetts
RE-CY-CO, Inc.		Corporation	Minnesota
RECO Ventures, L.P.		Limited Partnership	Delaware
Recycle America Co., L.L.C.		Limited Liability Company	Delaware
Recycle America Holdings, Inc.		Corporation	Delaware
Redwood Landfill, Inc.		Corporation	Delaware
Refuse Services, Inc.		Corporation	Florida
Refuse, Inc.		Corporation	Nevada
REI Holdings Inc.		Corporation	Delaware
Reliable Landfill, L.L.C.		Limited Liability Company	Delaware
Remote Landfill Services, Inc.		Corporation	Tennessee
Reno Disposal Co.		Corporation	Nevada
Resco Holdings L.L.C.		Limited Liability Company	Delaware
Resource Control Composting, Inc.		Corporation	Massachusetts
Resource Control, Inc.		Corporation	Massachusetts
Reuter Recycling of Florida, Inc.		Corporation	Florida
Richland County Landfill, Inc.		Corporation	South Carolin
Riegel Ridge, LLC		Limited Liability Company	North Carolin
Riverbend Landfill Co.		Corporation	Oregon
Rolling Meadows Landfill, Inc.		Corporation	Delaware
RRT Design & Construction Corp.		Corporation	Delaware
RRT Empire of Monroe County, Inc.		Corporation	New York
RTS Landfill, Inc.		Corporation	Delaware
Rust Engineering & Construction Inc.		Corporation	Delaware
Rust Engineering (Thailand) Ltd		Corporation	Thailand
Rust International Inc.		Corporation	Delaware
S & J Landfill Limited Partnership		Limited Partnership	Texas
S & S Grading, Inc.		Corporation	West Virginia
S. V. Farming Corp.		Corporation	New Jersey
Sanifill de Mexico (US), Inc.		Corporation	Delaware
Sanifill de Mexico, S.A. de C.V.		Corporation	Mexico
Sanifill Power Corporation		Corporation	Delaware
SC Holdings, Inc.		Corporation	Pennsylvania
Serubam Servicos Urbanos E Ambientais Ltda		Corporation	Brazil
SES Bridgeport L.L.C.		Limited Liability Company	Delaware
SES Connecticut Inc.		Corporation	Delaware
Shade Landfill, Inc.		Corporation	Delaware
Sierra Estrella Landfill, Inc.		Corporation	Arizona
Smyrna Landfill, Inc.		Corporation	Georgia
Southern Alleghenies Landfill, Inc.		Corporation	Pennsylvania
Southern One Land Corporation		Corporation	Delaware
Southern Plains Landfill, Inc.		Corporation	Oklahoma
Southern Waste Services, L.L.C.		Limited Liability Company	Delaware
Spruce Ridge, Inc.		Corporation	Minnesota
Stony Hollow Landfill, Inc.		Corporation	Delaware
Storey County Sanitation, Inc.		Corporation	Nevada
Suburban Landfill, Inc.		Corporation	Delaware

Affiliate Entity Report

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Active Legal Entities

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
Texarkana Landfill, L.L.C.		Limited Liability Company	Delaware
The Peltz Group of Ohio LLC		Limited Liability Company	Ohio
The Peltz Group, LLC		Limited Liability Company	Wisconsin
The Waste Management Charitable Foundation		Not For Profit Corporation	Delaware
The Woodlands of Van Buren, Inc.		Corporation	Delaware
TNT Sands, Inc.		Corporation	South Carolin
Trail Ridge Landfill, Inc.		Corporation	Delaware
Transamerican Waste Central Landfill, Inc.		Corporation	Delaware
Transamerican Waste Industries Southeast, Inc.		Corporation	Delaware
Trash Hunters, Inc.		Corporation	Mississippi
Tri-County Sanitary Landfill, L.L.C.		Limited Liability Company	Delaware
TX Newco, L.L.C.		Limited Liability Company	Delaware
United Waste Systems Leasing, Inc.		Corporation	Michigan
United Waste Systems of Gardner, Inc.		Corporation	Massachuset
USA South Hills Landfill, Inc.		Corporation	Pennsylvania
USA Valley Facility, Inc.		Corporation	Delaware
USA Waste Geneva Landfill, Inc.		Corporation	Delaware
USA Waste Industrial Services, Inc.		Corporation	Delaware
USA Waste Landfill Operations and Transfer, Inc.		Corporation	Texas
USA Waste of California, Inc.		Corporation	Delaware
USA Waste of New York City, Inc.		Corporation	Delaware
USA Waste of Pennsylvania, LLC		Limited Liability Company	Delaware
USA Waste of Texas Landfills, Inc.		Corporation	Delaware
USA Waste of Virginia Landfills, Inc.		Corporation	Delaware
USA Waste San Antonio Landfill, Inc.		Corporation	Delaware
USA Waste Services of Nevada, Inc.		Corporation	Nevada
USA Waste Services of NYC, Inc.		Corporation	Delaware
USA Waste-Management Resources, LLC		Limited Liability Company	New York
USA-Crinc, L.L.C.		Limited Liability Company	Delaware
UWS Barre, Inc.		Corporation	Massachuset
Valley Garbage and Rubbish Company, Inc.		Corporation	California
Vern's Refuse Service, Inc.		Corporation	North Dakota
VFB, LLC		Limited Liability Company	New Jersey
VHG, Inc.		Corporation	Minnesota
Vickery Environmental, Inc.		Corporation	Ohio
Vista Landfill, LLC		Limited Liability Company	Florida
Voyageur Disposal Processing, Inc.		Corporation	Minnesota
Warner Company		Corporation	Delaware
Warner Hill Development Company		Corporation	Ohio
Waste Away Group, Inc.		Corporation	Alabama
Waste Management Arizona Landfills, Inc.		Corporation	Delaware
Waste Management Buckeye, L.L.C.		Limited Liability Company	Delaware
Waste Management Canadian Finance L.P.		Limited Partnership	Quebec
Waste Management Collection and Recycling, Inc.		Corporation	California
Waste Management Disposal Services of Colorado, Inc.		Corporation	Colorado
Waste Management Disposal Services of Maine, Inc.		Corporation	Maine
Waste Management Disposal Services of Maryland, Inc.		Corporation	Maryland
Waste Management Disposal Services of Massachusetts, Inc.		Corporation	Massachuset
Waste Management Disposal Services of Oregon, Inc.		Corporation	Delaware
Waste Management Disposal Services of Pennsylvania, Inc.		Corporation	Pennsylvania
Waste Management Disposal Services of Virginia, Inc.		Corporation	Delaware
Waste Management Environmental Services B.V.		Limited Liability Company	Netherlands

Affiliate Entity Report

Active Legal Entities

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
Waste Management Financing Corporation		Corporation	Delaware
Waste Management Holdings, Inc.		Corporation	Delaware
Waste Management Inc. of Florida		Corporation	Florida
Waste Management Indycoke, L.L.C.		Limited Liability Company	Delaware
Waste Management International B.V.		Limited Liability Company	Netherlands
Waste Management International plc		Limited Partnership	United Kingdc
Waste Management International Services Limited		Corporation	United Kingdc
Waste Management International, Inc.		Corporation	Delaware
Waste Management International, Ltd.		Limited Liability Company	Bermuda
Waste Management Municipal Services of California, Inc.		Corporation	California
Waste Management National Services, Inc.		Corporation	Delaware
Waste Management New England Environmental Transport, Inc.		Corporation	Delaware
Waste Management of Alameda County, Inc.		Corporation	California
Waste Management of Alaska, Inc.		Corporation	Delaware
Waste Management of Arizona, Inc.		Corporation	California
Waste Management of Arkansas, Inc.		Corporation	Delaware
Waste Management of California, Inc.		Corporation	California
Waste Management of Canada Corporation		Corporation	Nova Scotia
Waste Management of Canada Corporation		Corporation	Ontario
Waste Management of Carolinas, Inc.		Corporation	North Carolina
Waste Management of Colorado, Inc.		Corporation	Colorado
Waste Management of Connecticut, Inc.		Corporation	Delaware
Waste Management of Delaware, Inc.		Corporation	Delaware
Waste Management of Five Oaks Recycling and Disposal Facility		Corporation	Delaware
Waste Management of Georgia, Inc.		Corporation	Georgia
Waste Management of Hawaii, Inc.		Corporation	Delaware
Waste Management of Idaho, Inc.		Corporation	Idaho
Waste Management of Illinois Holdings, L.L.C.		Limited Liability Company	Delaware
Waste Management of Illinois, Inc.		Corporation	Delaware
Waste Management of Indiana Holdings One, Inc.		Corporation	Delaware
Waste Management of Indiana Holdings Two, Inc.		Corporation	Delaware
Waste Management of Indiana, L.L.C.		Limited Liability Company	Delaware
Waste Management of Iowa, Inc.		Corporation	Iowa
Waste Management of Kansas, Inc.		Corporation	Kansas
Waste Management of Kentucky Holdings, Inc.		Corporation	Delaware
Waste Management of Kentucky L.L.C.		Limited Liability Company	Delaware
Waste Management of Leon County, Inc.		Corporation	Florida
Waste Management of Londonderry, Inc.		Corporation	Delaware
Waste Management of Louisiana Holdings One, Inc.		Corporation	Delaware
Waste Management of Louisiana, L.L.C.		Limited Liability Company	Delaware
Waste Management of Maine, Inc.		Corporation	Maine
Waste Management of Maryland, Inc.		Corporation	Maryland
Waste Management of Massachusetts, Inc.		Corporation	Massachusetts
Waste Management of Metro Atlanta, Inc.		Corporation	Georgia
Waste Management of Michigan, Inc.		Corporation	Michigan
Waste Management of Minnesota, Inc.		Corporation	Minnesota
Waste Management of Mississippi, Inc.		Corporation	Mississippi
Waste Management of Missouri, Inc.		Corporation	Delaware
Waste Management of Montana, Inc.		Corporation	Delaware
Waste Management of Nebraska, Inc.		Corporation	Delaware
Waste Management of Nevada, Inc.		Corporation	Nevada
Waste Management of New Hampshire, Inc.		Corporation	Connecticut

Affiliate Entity Report

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Active Legal Entities

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
Waste Management of New Jersey, Inc.		Corporation	Delaware
Waste Management of New Mexico, Inc.		Corporation	New Mexico
Waste Management of New York, L.L.C.		Limited Liability Company	Delaware
Waste Management of North Dakota, Inc.		Corporation	Delaware
Waste Management of Ohio, Inc.		Corporation	Ohio
Waste Management of Oklahoma, Inc.		Corporation	Oklahoma
Waste Management of Oregon, Inc.		Corporation	Oregon
Waste Management of Pennsylvania Gas Recovery, L.L.C.		Limited Liability Company	Delaware
Waste Management of Pennsylvania, Inc.		Corporation	Pennsylvania
Waste Management of Plainfield, L.L.C.		Limited Liability Company	Delaware
Waste Management of Rhode Island, Inc.		Corporation	Delaware
Waste Management of South Carolina, Inc.		Corporation	South Carolin
Waste Management of South Dakota, Inc.		Corporation	South Dakota
Waste Management of Texas Holdings, Inc.		Corporation	Delaware
Waste Management of Texas, Inc.		Corporation	Texas
Waste Management of Texas, L.P.		Limited Partnership	Delaware
Waste Management of Tunica Landfill, Inc.		Corporation	Mississippi
Waste Management of Utah, Inc.		Corporation	Utah
Waste Management of Virginia, Inc.		Corporation	Virginia
Waste Management of Washington, Inc.		Corporation	Delaware
Waste Management of West Virginia, Inc.		Corporation	Delaware
Waste Management of Wisconsin, Inc.		Corporation	Wisconsin
Waste Management of Wyoming, Inc.		Corporation	Delaware
Waste Management Paper Stock Company, Inc.		Corporation	Delaware
Waste Management Partners, Inc.		Corporation	Delaware
Waste Management Plastic Products, Inc.		Corporation	Delaware
Waste Management Recycling and Disposal Services of Cali		Corporation	California
Waste Management Recycling of New Jersey, L.L.C.		Limited Liability Company	Delaware
Waste Management Security, L.L.C.		Limited Liability Company	Delaware
Waste Management Service Center, L.P.		Limited Partnership	Delaware
Waste Management South America B.V.		Limited Liability Company	Netherlands
Waste Management Technology Center, Inc.		Corporation	Delaware
Waste Management Thailand B.V.		Limited Liability Company	Netherlands
Waste Management, Inc.		Corporation	Delaware
Waste Management, Inc. of Tennessee		Corporation	Tennessee
Waste Resources of Tennessee, Inc.		Corporation	Tennessee
Waste Services of Kentucky, L.L.C.		Limited Liability Company	Delaware
Waste to Energy Holdings, Inc.		Corporation	Delaware
Waste to Energy I, LLC		Limited Liability Company	Delaware
Waste to Energy II, LLC		Limited Liability Company	Delaware
Wastech Inc.		Corporation	Nevada
WESI Baltimore Inc.		Corporation	Delaware
WESI Capital Inc.		Corporation	Delaware
WESI Peekskill Inc.		Corporation	Delaware
WESI Westchester Inc.		Corporation	Delaware
Westchester Resco Associates, L.P.		Limited Partnership	Delaware
Western One Land Corporation		Corporation	Delaware
Western Waste Industries		Corporation	California
Western Waste of Texas, L.L.C.		Limited Liability Company	Delaware
Wheelabrator Baltimore L.L.C.		Limited Liability Company	Delaware
Wheelabrator Baltimore, L.P.		Limited Partnership	Maryland
Wheelabrator Bridgeport, L.P.		Limited Partnership	Delaware

Affiliate Entity Report

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Active Legal Entities

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
Wheelabrator Cedar Creek Inc.		Corporation	Delaware
Wheelabrator Claremont Company, L.P.		Limited Partnership	Delaware
Wheelabrator Claremont Inc.		Corporation	Delaware
Wheelabrator Concord Company, L.P.		Limited Partnership	Delaware
Wheelabrator Concord Inc.		Corporation	Delaware
Wheelabrator Connecticut Inc.		Corporation	Delaware
Wheelabrator Culm Services Inc.		Corporation	Delaware
Wheelabrator Environmental Systems Inc.		Corporation	Delaware
Wheelabrator Falls Inc.		Corporation	Delaware
Wheelabrator Frackville Energy Company Inc.		Corporation	Delaware
Wheelabrator Frackville Properties Inc.		Corporation	Delaware
Wheelabrator Fuel Services Inc.		Corporation	Delaware
Wheelabrator Gloucester Company, L.P.		Limited Partnership	New Jersey
Wheelabrator Gloucester Inc.		Corporation	Delaware
Wheelabrator Guam Inc.		Corporation	Delaware
Wheelabrator Hudson Energy Company Inc.		Corporation	Delaware
Wheelabrator Hudson Falls L.L.C.		Limited Liability Company	Delaware
Wheelabrator Land Resources Inc.		Corporation	Delaware
Wheelabrator Lassen Inc.		Corporation	Delaware
Wheelabrator Lisbon Inc.		Corporation	Delaware
Wheelabrator Martell Inc.		Corporation	Delaware
Wheelabrator McKay Bay Inc.		Corporation	Florida
Wheelabrator Millbury Inc.		Corporation	Delaware
Wheelabrator New Hampshire Inc.		Corporation	Delaware
Wheelabrator New Jersey Inc.		Corporation	Delaware
Wheelabrator NHC Inc.		Corporation	Delaware
Wheelabrator North Andover Inc.		Corporation	Delaware
Wheelabrator North Broward Inc.		Corporation	Delaware
Wheelabrator North Shore Inc.		Corporation	Delaware
Wheelabrator Norwalk Energy Company Inc.		Corporation	Delaware
Wheelabrator Penacook Inc.		Corporation	Delaware
Wheelabrator Pinellas Inc.		Corporation	Delaware
Wheelabrator Putnam Inc.		Corporation	Delaware
Wheelabrator Ridge Energy Inc.		Corporation	Delaware
Wheelabrator Saugus Inc.		Corporation	Delaware
Wheelabrator Saugus, J.V.		Joint Venture	Massachusetts
Wheelabrator Shasta Energy Company Inc.		Corporation	Delaware
Wheelabrator Sherman Energy Company, G.P.		General Partnership	Maine
Wheelabrator Sherman Station L.L.C.		Limited Liability Company	Delaware
Wheelabrator Sherman Station One Inc.		Corporation	Delaware
Wheelabrator South Broward Inc.		Corporation	Delaware
Wheelabrator Spokane Inc.		Corporation	Delaware
Wheelabrator Technologies Inc.		Corporation	Delaware
Wheelabrator Technologies International Inc.		Corporation	Delaware
Wheelabrator Westchester, L.P.		Limited Partnership	Delaware
White Lake Landfill, Inc.		Corporation	Michigan
Williams Landfill, L.L.C.		Limited Liability Company	Delaware
Willow Oak Landfill, LLC		Limited Liability Company	Georgia
WM Arizona Operations, L.L.C.		Limited Liability Company	Delaware
WM Corporate Services Holdings, Inc.		Corporation	Delaware
WM Emergency Employee Support Fund, Inc.		Not For Profit Corporation	Delaware
WM Energy Solutions, Inc.		Corporation	Delaware

Affiliate Entity Report

Active Legal Entities

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
WM Healthcare Solutions, Inc.		Corporation	Delaware
WM Illinois Renewable Energy, L.L.C.		Limited Liability Company	Delaware
WM International Holdings, Inc.		Corporation	Delaware
WM International Services (UK) Limited		Corporation	England
WM Landfills of Georgia, Inc.		Corporation	Delaware
WM Landfills of Ohio, Inc.		Corporation	Delaware
WM Landfills of Tennessee, Inc.		Corporation	Delaware
WM Leasing of Arizona, L.L.C.		Limited Liability Company	Delaware
WM Leasing of Texas, L.P.		Limited Partnership	Delaware
WM Organic Growth, Inc.		Corporation	Delaware
WM Partnership Holdings, Inc.		Corporation	Delaware
WM Quebec Inc.		Corporation	Canada
WM RA Canada Inc.		Corporation	Ontario
WM Recycle America, L.L.C.		Limited Liability Company	Delaware
WM Renewable Energy, L.L.C.		Limited Liability Company	Delaware
WM Resources, Inc.		Corporation	Pennsylvania
WM Safety Services, L.L.C.		Limited Liability Company	Delaware
WM Security Services, Inc.		Corporation	Delaware
WM Service Center, L.L.C.		Limited Liability Company	Delaware
WM Services SA		Corporation	Argentina
WM Tontitown Landfill, LLC		Limited Liability Company	Arkansas
WMI Medical Services of Indiana, Inc.		Corporation	Indiana
WMI Mexico Holdings, Inc.		Corporation	Delaware
WMNA Container Recycling, L.L.C.		Limited Liability Company	Delaware
WMSALSA, Inc.		Not For Profit Corporation	Texas
WMST Illinois, L.L.C.		Limited Liability Company	Illinois
WTI Air Pollution Control Inc.		Corporation	Delaware
WTI Financial L.L.C.		Limited Liability Company	Delaware
WTI International Holdings Inc.		Corporation	Delaware
WTI Rust Holdings Inc.		Corporation	Delaware



Leon County Solid Waste Management Division

MEMORANDUM

March 3, 2008

TO: Cynthia Turner, Finance & Accounting
FROM: Norm Thomas, Solid Waste Director *NT*
SUBJECT: Waste Management, Inc., Bond Extension

Please find attached the subject bond extension for your files. This is associated with the Second Franchise Agreement Extension between Leon County and WMI, dated April 22, 2007.

Should you have any questions, please give me a call at 850-606-1810, or you may reach me at thomasno@leoncountyfl.gov.

Thanks!

FILED
03 MAR -4 PM 3:50
SOLID WASTE DIVISION
BOB INZER
CLERK CIRCUIT COURT

FEB 18 2008



WASTE MANAGEMENT
1378-A S. Volusia Avenue
Orange City, FL 32763
(386) 456-2002
(386) 774-1383 Fax

February 15, 2008

Mr. Norm Thomas
Solid Waste Director
Leon County
7550 Apalachee Pkwy
Tallahassee, FL 32311

RE: Extension Certificate
 Leon County, FL
 Bond # PB91-0038

Please find enclosed the extension certificate issued in favor of Leon County, FL on behalf of Waste Management Inc. of Florida.

Should you have any questions, please feel free to give me a call at 386/456-2002.

Regards

A handwritten signature in cursive script that reads 'Margie Padilla'.

Margie Padilla
Municipal Contracts Administrator

MP/encl.

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

100 BANK STREET, SUITE 610 BURLINGTON, VT 05401

EXTENSION CERTIFICATE
(To be filed with the Obligee)
PERFORMANCE BOND

Bond Number: PB91-0038

To be attached to Bond described below, executed by National Guaranty Insurance Company of Vermont as Surety:

PRINCIPAL: Waste Management of Leon County, Inc.
OBLIGEE: Board of County Commissioners of Leon County, FL
DESCRIPTION: Solid Waste Collection

Said Principal and said Surety hereby agree that the term of said bond is extended from the Twenty-First day of April, 2008 to the Twenty-First day of April, 2009 subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the amount of Five Hundred Thousand and no/100 Dollars ----- (\$ 500,000.00).

Signed, sealed and dated this 5th day of February, 2008.

Waste Management of Leon County, Inc.

By: *Maria D. Zuniga*
Maria D. Zuniga, Attorney-In-Fact

National Guaranty Insurance Company of Vermont

By: *Jennifer A. George*
Jennifer A. George, Attorney-In-Fact

Affiliate Entity Report*Active Legal Entities*

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
1019726 Alberta Ltd.	NA-0000168	Corporation	Alberta
1329409 Ontario Inc.	NA-0000001	Corporation	Ontario
3368084 Canada Inc.	NA-0000003	Corporation	Canada
635852 Ontario Inc.	NA-0000005	Corporation	Ontario
Acaverde S.A. de C.V.	NA-0000010	Corporation	Mexico
Acaverde Servicios, S.A. de C.V.	NA-0000011	Corporation	Mexico
Advanced Environmental Technical Services, L.L.C.	36-4016575	Limited Liability Company	Delaware
Akron Regional Landfill, Inc.	31-1595650	Corporation	Delaware
Alabama Waste Disposal Solutions, L.L.C.	76-0641853	Limited Liability Company	Alabama
Alliance Sanitary Landfill, Inc.	23-2383025	Corporation	Pennsylvania
Alpharetta Transfer Station, LLC	20-1457486	Limited Liability Company	Georgia
American Landfill, Inc.	34-1355783	Corporation	Ohio
American RRT Fiber Supply, L.P.	23-2790769	Limited Partnership	Pennsylvania
Anderson Landfill, Inc.	76-0590137	Corporation	Delaware
Antelope Valley Recycling and Disposal Facility, Inc.	95-3344381	Corporation	California
Arden Landfill, Inc.	25-1249512	Corporation	Pennsylvania
Atlantic Waste Disposal, Inc.	36-3852536	Corporation	Delaware
Automated Salvage Transport Co., L.L.C.	04-3735644	Limited Liability Company	Delaware
Auxiwaste Services SA	NA-0000013	Corporation	France
Azusa Land Reclamation, Inc.	95-2908438	Corporation	California
B&B Landfill, Inc.	20-1469925	Corporation	Delaware
Barre Landfill Gas Associates, L.P.	06-1438474	Limited Partnership	Delaware
Beecher Development Company	36-3381285	Joint Venture	Illinois
Beslan Inc.	NA-0000017	Corporation	Quebec
Big Dipper Enterprises, Inc.	45-0325454	Corporation	North Dakota
Bio-Energy Partners	36-3500224	General Partnership	Illinois
Bluegrass Containment, L.L.C.	76-0641298	Limited Liability Company	Delaware
Brazoria County Recycling Center, Inc.	76-0160311	Corporation	Texas
Burnsville Sanitary Landfill, Inc.	41-1882463	Corporation	Minnesota
C&C Disposal, LLC	20-1289317	Limited Liability Company	Georgia
C.I.D. Landfill, Inc.	16-1091396	Corporation	New York
CA Newco, L.L.C.	35-2228276	Limited Liability Company	Delaware
Cal Sierra Disposal	94-2349727	Corporation	California
California Asbestos Monofill, Inc.	68-0232434	Corporation	California
Canadian Waste Services Holdings Inc.	NA-0000020	Corporation	Ontario
CAP/CRA, L.L.C.	52-2137376	Limited Liability Company	Illinois
Capital Sanitation Company	88-0121888	Corporation	Nevada
Capitol Disposal, Inc.	76-0638591	Corporation	Alaska
Carolina Grading, Inc.	57-0923608	Corporation	South Carolina
Cedar Ridge Landfill, Inc.	62-1727570	Corporation	Delaware
Central Disposal Systems, Inc.	42-0995450	Corporation	Iowa
Central Missouri Landfill, Inc.	43-1397423	Corporation	Missouri
Chadwick Road Landfill, Inc.	58-1798581	Corporation	Georgia
Chambers Clearview Environmental Landfill, Inc.	25-1652556	Corporation	Mississippi
Chambers Development Company, Inc.	25-1214958	Corporation	Delaware
Chambers Development of Ohio, Inc.	51-0396835	Corporation	Ohio
Chambers of Asia Limited	NA-0000159	Corporation	Hong Kong
Chambers of Georgia, Inc.	58-2397639	Corporation	Delaware
Chambers of Hong Kong, Inc.	NA-0000156	Corporation	Hong Kong
Chambers of Mississippi, Inc.	25-1628285	Corporation	Mississippi
Chastang Landfill, Inc.	76-0638602	Corporation	Delaware
Chemical Waste Management of Indiana, L.L.C.	36-4067587	Limited Liability Company	Delaware

Affiliate Entity Report*Active Legal Entities*

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
Chemical Waste Management of the Northwest, Inc.	91-1089393	Corporation	Washington
Chemical Waste Management, Inc.	38-2989152	Corporation	Delaware
Chesser Island Road Landfill, Inc.	58-2364490	Corporation	Georgia
City Disposal Systems, Inc.	38-3407001	Corporation	Delaware
City Environmental Services, Inc. of Waters	38-3020069	Corporation	Michigan
City Environmental, Inc.	38-3407576	Corporation	Delaware
City Management Corporation	38-2056600	Corporation	Michigan
Cleburne Landfill Company Corp.	59-3069374	Corporation	Alabama
Coast Waste Management, Inc.	95-2557952	Corporation	California
Connecticut Valley Sanitary Waste Disposal, Inc.	04-2796580	Corporation	Massachusetts
Conservation Services, Inc.	84-0915035	Corporation	Colorado
Continental Waste Industries Arizona, Inc.	22-3146904	Corporation	New Jersey
Corporate Housing Initiatives II Limited Partnership	52-1854657	Limited Partnership	Delaware
Coshocton Landfill, Inc.	31-1214800	Corporation	Ohio
Cougar Landfill, Inc.	76-0211843	Corporation	Texas
Countryside Landfill, Inc.	36-2838336	Corporation	Illinois
Cuyahoga Landfill, Inc.	76-0680495	Corporation	Delaware
CWM Chemical Services, L.L.C.	36-4203347	Limited Liability Company	Delaware
Dafer Sanitary Landfill, Inc.	38-2754804	Corporation	Michigan
Dauphin Meadows, Inc.	23-2390183	Corporation	Pennsylvania
Deep Valley Landfill, Inc.	23-2886200	Corporation	Delaware
Deer Track Park Landfill, Inc.	39-1802678	Corporation	Delaware
Del Almo Landfill, L.L.C.	74-3055347	Limited Liability Company	Delaware
Delaware Recyclable Products, Inc.	51-0334417	Corporation	Delaware
Dickinson Landfill, Inc.	76-0325384	Corporation	Delaware
Disposal Service, Incorporated	55-0618479	Corporation	West Virginia
Dominium Opportunity Fund, A California Limited Partnership	95-4507794	Limited Partnership	California
Donahue/JRP Asia Pacific Ltd	NA-0000163	Corporation	Hong Kong
E.C. Waste, Inc.	68-0523835	Corporation	Puerto Rico
Earthmovers Landfill, L.L.C.	61-1342591	Limited Liability Company	Delaware
East Liverpool Landfill, Inc.	34-1637446	Corporation	Ohio
Eastern One Land Corporation	76-0695122	Corporation	Delaware
eCycling Services, L.L.C.	38-3684879	Limited Liability Company	Delaware
El Coqui Landfill Company, Inc.	68-0555785	Corporation	Puerto Rico
El Coqui Waste Disposal, Inc.	76-0480500	Corporation	Delaware
ELDA Landfill, Inc.	76-0639272	Corporation	Delaware
Elk River Landfill, Inc.	41-1283941	Corporation	Minnesota
Envirofil of Illinois, Inc.	37-0957555	Corporation	Illinois
Evergreen Landfill, Inc.	76-0472693	Corporation	Delaware
Evergreen National Indemnity Company	UK-0000142	Corporation	Ohio
Evergreen Recycling and Disposal Facility, Inc.	76-0638587	Corporation	Delaware
Farmer's Landfill, Inc.	43-0863680	Corporation	Missouri
Feather River Disposal, Inc.	06-1479349	Corporation	California
Fernley Disposal, Inc.	94-3423947	Corporation	Nevada
G.J. Industries	87-0430285	Corporation	Utah
GA Landfills, Inc.	58-2293782	Corporation	Delaware
Galila Landfill, Inc.	31-1509605	Corporation	Delaware
Garnet of Maryland, Inc.	52-1916417	Corporation	Maryland
Gateway Transfer Station, LLC	20-1457460	Limited Liability Company	Georgia
GCP Engineering Ltd	NA-0000164	Corporation	Hong Kong
Georgia Waste Systems, Inc.	58-1028526	Corporation	Georgia
Gestion Des Rebutis D.M.P. Inc.	NA-0000033	Corporation	Quebec

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Giordano Recycling, L.L.C.	20-2098765	Limited Liability Company	Delaware
Glen's Sanitary Landfill, Inc.	38-2065407	Corporation	Michigan
Grand Central Sanitary Landfill, Inc.	23-2049337	Corporation	Pennsylvania
Grupo WMX, S.A. De C.V.	NA-0000039	Corporation	Mexico
Guadalupe Mines Mutual Water Company	77-0398276	Not For Profit Corporation	California
Guadalupe Rubbish Disposal Co., Inc.	95-2746842	Corporation	California
Guam Resource Recovery Partners, L.P.	36-4149976	Limited Partnership	Delaware
Ham Lake Haulers, Inc.	41-1704537	Corporation	Minnesota
Harris Sanitation, Inc.	59-1219741	Corporation	Florida
Harwood Landfill, Inc.	52-1637402	Corporation	Maryland
Hedco Landfill Limited	NA-0000040	Corporation	England
Hillsboro Landfill Inc.	93-0760239	Corporation	Oregon
Holyoke Sanitary Landfill, Inc.	04-2481863	Corporation	Massachusetts
IN Landfills, L.L.C.	61-1342588	Limited Liability Company	Delaware
Jahner Sanitation, Inc.	45-0410330	Corporation	North Dakota
Jay County Landfill, L.L.C.	61-1342592	Limited Liability Company	Delaware
JFS (UK) Limited	NA-0000044	Corporation	England
K and W Landfill Inc.	38-2504167	Corporation	Michigan
Kahle Landfill, Inc.	43-1682575	Corporation	Missouri
Kéene Road Landfill, Inc.	59-2044226	Corporation	Florida
Kelly Run Sanitation, Inc.	25-1696669	Corporation	Pennsylvania
Key Disposal Ltd.	NA-0000045	Corporation	British Colum
KeyCorp Investment Limited Partnership	34-1783428	Limited Partnership	Ohio
King George Landfill, Inc.	54-1632805	Corporation	Virginia
La Quinta Medical/Commercial Plaza, Ltd.	95-4357859	Limited Partnership	California
Lakeville Recycling, L.P.	36-3730138	Limited Partnership	Delaware
Land Reclamation Company, Inc.	36-3640284	Corporation	Delaware
Land South Holdings, LLC	20-5808782	Limited Liability Company	Delaware
Landfill of Pine Ridge, Inc.	76-0638593	Corporation	Delaware
Landfill Services of Charleston, Inc.	55-0731302	Corporation	West Virginia
Laurel Highlands Landfill, Inc.	25-1640583	Corporation	Pennsylvania
LCS Services, Inc.	55-0673745	Corporation	West Virginia
Liberty Landfill, L.L.C.	61-1342590	Limited Liability Company	Delaware
Liberty Lane West Owners' Association	36-4163829	Not For Profit Corporation	New Hampsh
Liquid Waste Management, Inc.	95-2779930	Corporation	California
Longleaf C&D Disposal Facility, Inc.	59-3598129	Corporation	Florida
Longmont Landfill, L.L.C.	36-4551803	Limited Liability Company	Delaware
M.S.T.S. Limited Partnership	36-3790528	Limited Partnership	Illinois
M.S.T.S., Inc.	36-3542321	Corporation	Delaware
Mahoning Landfill, Inc.	34-1047662	Corporation	Ohio
Mass Gravel Inc.	04-3117495	Corporation	Massachusetts
Mc Ginnes Industrial Maintenance Corporation	74-1532790	Corporation	Texas
McDaniel Landfill, Inc.	45-0399545	Corporation	North Dakota
McGill Landfill, Inc.	38-3076718	Corporation	Michigan
Meadowfill Landfill, Inc.	31-1509701	Corporation	Delaware
Michigan Environs, Inc.	38-2434760	Corporation	Michigan
Midwest One Land Corporation	20-0606093	Corporation	Delaware
Minneapolis Refuse, Incorporated	41-0972178	Corporation	Minnesota
Modern-Mallard Energy, LLC	57-1161216	Limited Liability Company	Delaware
Modesto Garbage Co., Inc.	94-1643145	Corporation	California
Moor Refuse, Inc.	33-0622768	Corporation	California
Mountain Indemnity Insurance Company	03-0328445	Corporation	Vermont

Affiliate Entity Report*Active Legal Entities*

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
Mountain Indemnity International Limited	NA-0000053	Corporation	Ireland
Mountainview Landfill, Inc. (MD)	25-1538716	Corporation	Maryland
Mountainview Landfill, Inc. (UT)	76-0548746	Corporation	Utah
Nassau Landfill, L.L.C.	37-1487482	Limited Liability Company	Delaware
National Guaranty Insurance Company of Vermont	36-3643755	Corporation	Vermont
New England CR L.L.C.	04-3735642	Limited Liability Company	Delaware
New Milford Landfill, L.L.C.	76-0641312	Limited Liability Company	Delaware
New Orleans Landfill, L.L.C.	38-3699690	Limited Liability Company	Delaware
NHVT Energy Recovery Corporation	02-0390004	Corporation	New Hampsh
North America One Land Company, L.L.C.	20-0570245	Limited Liability Company	Delaware
North Manatee Recycling and Disposal Facility, L.L.C.	26-0283104	Limited Liability Company	Florida
Northwestern Landfill, Inc.	52-2023458	Corporation	Delaware
Nu-Way Live Oak Reclamation, Inc.	68-0236308	Corporation	Delaware
Oakridge Landfill, Inc.	25-1547187	Corporation	South Carolin
Oakwood Landfill, Inc.	57-0974474	Corporation	South Carolin
Okeechobee Landfill, Inc.	25-1628636	Corporation	Florida
Ozark Ridge Landfill, Inc.	71-0692520	Corporation	Arkansas
P & R Environmental Industries, L.L.C.	04-3735653	Limited Liability Company	North Carolin
Pacific Waste Management L.L.C.	98-0227312	Limited Liability Company	Delaware
Palmetto Seed Capital Fund	57-0889130	Trust	South Carolin
Palo Alto Sanitation Company	94-1075868	Corporation	California
Paper Recycling International, L.P.	36-3735699	Limited Partnership	Delaware
Pappy, Inc.	52-1561430	Corporation	Maryland
Peltz H.C., LLC	UK-0000100	Limited Liability Company	Wisconsin
Pen-Rob, Inc.	86-0504613	Corporation	Arizona
Penuelas Valley Landfill, Inc.	66-0560251	Corporation	Puerto Rico
People's Landfill, Inc.	38-3406998	Corporation	Delaware
Peterson Demolition, Inc.	41-1625867	Corporation	Minnesota
Phoenix Resources, Inc.	23-2483102	Corporation	Pennsylvania
Pine Grove Landfill, Inc. (DE)	31-1509609	Corporation	Delaware
Pine Grove Landfill, Inc. (PA)	23-2388139	Corporation	Pennsylvania
Pine Tree Acres, Inc.	38-2544258	Corporation	Michigan
Plantation Oaks Landfill, Inc.	76-0638592	Corporation	Delaware
Polk Gas Producers, LLC		Limited Liability Company	Michigan
PPP Corporation	23-2146479	Corporation	Delaware
Prairie Bluff Landfill, Inc.	76-0638590	Corporation	Delaware
ProCentury Corporation	UK-0000026	Corporation	Ohio
Pulaski Grading, L.L.C.	76-0638043	Limited Liability Company	Delaware
Pullman-Hoffman, Inc.	34-0824706	Corporation	Ohio
Quail Hollow Landfill, Inc.	62-1727567	Corporation	Delaware
Questquill Limited	98-0221631	Corporation	United Kingdc
R & B Landfill, Inc.	25-1754371	Corporation	Georgia
RAA Colorado, L.L.C.	20-2587942	Limited Liability Company	Colorado
RAA Trucking, LLC	39-2040612	Limited Liability Company	Wisconsin
Rail Cycle North Ltd.	NA-0000064	Corporation	Ontario
RCI Hudson, Inc.	04-3044820	Corporation	Massachusetts
RE-CY-CO, Inc.	41-0992714	Corporation	Minnesota
RECO Ventures, L.P.	76-0503271	Limited Partnership	Delaware
Recycle America Co., L.L.C.	04-3735636	Limited Liability Company	Delaware
Recycle America Holdings, Inc.	72-1541913	Corporation	Delaware
Redwood Landfill, Inc.	84-1443150	Corporation	Delaware
Refuse Services, Inc.	59-1098650	Corporation	Florida

Affiliate Entity Report*Active Legal Entities*

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
Refuse, Inc.	88-0094235	Corporation	Nevada
REI Holdings Inc.	36-4124520	Corporation	Delaware
Reliable Landfill, L.L.C.	73-1654400	Limited Liability Company	Delaware
Remote Landfill Services, Inc.	62-1421307	Corporation	Tennessee
Reno Disposal Co.	88-0087833	Corporation	Nevada
Resco Holdings L.L.C.	20-0584193	Limited Liability Company	Delaware
Resource Control Composting, Inc.	04-3044833	Corporation	Massachusetts
Resource Control, Inc.	04-2655361	Corporation	Massachusetts
Richland County Landfill, Inc.	58-1708996	Corporation	South Carolina
Riegel Ridge, LLC	56-2124210	Limited Liability Company	North Carolina
Riverbend Landfill Co.	93-0724866	Corporation	Oregon
Rolling Meadows Landfill, Inc.	76-0325383	Corporation	Delaware
RRT Design & Construction Corp.	16-1353118	Corporation	Delaware
RRT Empire of Monroe County, Inc.	16-1408567	Corporation	New York
RTS Landfill, Inc.	58-1824102	Corporation	Delaware
Rust Engineering & Construction Inc.	63-1081016	Corporation	Delaware
Rust Engineering (Thailand) Ltd	NA-0000162	Corporation	Thailand
Rust International Inc.	63-1081055	Corporation	Delaware
S & J Landfill Limited Partnership	76-0404581	Limited Partnership	Texas
S & S Grading, Inc.	58-1858013	Corporation	West Virginia
S. V. Farming Corp.	22-2978860	Corporation	New Jersey
Sanifill de Mexico (US), Inc.	76-0419331	Corporation	Delaware
Sanifill de Mexico, S.A. de C.V.	NA-0000070	Corporation	Mexico
Sanifill Power Corporation	76-0496422	Corporation	Delaware
SC Holdings, Inc.	36-2898300	Corporation	Pennsylvania
Serubam Servicos Urbanos E Ambientais Ltda	NA-0000077	Corporation	Brazil
SES Bridgeport L.L.C.	36-4057298	Limited Liability Company	Delaware
SES Connecticut Inc.	02-0390443	Corporation	Delaware
Shede Landfill, Inc.	23-2886198	Corporation	Delaware
Sierra Estrella Landfill, Inc.	86-0717293	Corporation	Arizona
Southern Alleghenies Landfill, Inc.	25-1249160	Corporation	Pennsylvania
Southern One Land Corporation	72-1534481	Corporation	Delaware
Southern Plains Landfill, Inc.	73-1384828	Corporation	Oklahoma
Southern Waste Services, L.L.C.	61-1342585	Limited Liability Company	Delaware
Spruce Ridge, Inc.	41-1591957	Corporation	Minnesota
Stony Hollow Landfill, Inc.	76-0638597	Corporation	Delaware
Storey County Sanitation, Inc.	88-0264671	Corporation	Nevada
Suburban Landfill, Inc.	76-0638596	Corporation	Delaware
Texarkana Landfill, L.L.C.	30-0239245	Limited Liability Company	Delaware
The Peltz Group, LLC	05-0545181	Limited Liability Company	Wisconsin
The Waste Management Charitable Foundation	04-3073733	Not For Profit Corporation	Delaware
The Woodlands of Van Buren, inc.	36-3791221	Corporation	Delaware
TNT Sands, Inc.	57-0937314	Corporation	South Carolina
Trail Ridge Landfill, Inc.	36-3667296	Corporation	Delaware
Transamerican Waste Central Landfill, Inc.	76-0463386	Corporation	Delaware
Trash Hunters, Inc.	64-0852590	Corporation	Mississippi
Tri-County Sanitary Landfill, L.L.C.	20-0837658	Limited Liability Company	Delaware
TX Newco, L.L.C.	61-1468715	Limited Liability Company	Delaware
United Waste Systems Leasing, Inc.	38-3324143	Corporation	Michigan
United Waste Systems of Gardner, Inc.	04-3320949	Corporation	Massachusetts
USA South Hills Landfill, Inc.	25-1139448	Corporation	Pennsylvania
USA Valley Facility, Inc.	23-2886199	Corporation	Delaware

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Active Legal Entities

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
USA Waste Geneva Landfill, Inc.	34-1802751	Corporation	Delaware
USA Waste Landfill Operations and Transfer, Inc.	76-0435557	Corporation	Texas
USA Waste of California, Inc.	68-0306154	Corporation	Delaware
USA Waste of Pennsylvania, LLC	74-2921886	Limited Liability Company	Delaware
USA Waste of Texas Landfills, Inc.	76-0322548	Corporation	Delaware
USA Waste of Virginia Landfills, Inc.	58-1932248	Corporation	Delaware
USA Waste Services of Nevada, Inc.	76-0656629	Corporation	Nevada
USA Waste Services of NYC, Inc.	11-3301808	Corporation	Delaware
USA Waste-Management Resources, LLC	13-3853086	Limited Liability Company	New York
USA-Crinc, L.L.C.	04-3735654	Limited Liability Company	Delaware
UWS Barre, Inc.	04-3320948	Corporation	Massachusetts
Valley Garbage and Rubbish Company, Inc.	95-2090787	Corporation	California
Vern's Refuse Service, Inc.	45-0435644	Corporation	North Dakota
VFB, LLC	22-3842831	Limited Liability Company	New Jersey
VHG, Inc.	UK-0000023	Corporation	Minnesota
Vickery Environmental, Inc.	31-1153176	Corporation	Ohio
Vista Landfill, LLC	59-3652174	Limited Liability Company	Florida
Voyageur Disposal Processing, Inc.	41-1734827	Corporation	Minnesota
Warner Company	51-0281233	Corporation	Delaware
Warner Hill Development Company	34-1043478	Corporation	Ohio
Waste Away Group, Inc.	63-0898842	Corporation	Alabama
Waste Management Arizona Landfills, Inc.	86-0683003	Corporation	Delaware
Waste Management Buckeye, L.L.C.	26-0076809	Limited Liability Company	Delaware
Waste Management Canadian Finance L.P.	75-2979395	Limited Partnership	Quebec
Waste Management Collection and Recycling, Inc.	95-2621587	Corporation	California
Waste Management Disposal Services of Colorado, Inc.	84-1004487	Corporation	Colorado
Waste Management Disposal Services of Maine, Inc.	01-0392888	Corporation	Maine
Waste Management Disposal Services of Maryland, Inc.	36-2898301	Corporation	Maryland
Waste Management Disposal Services of Massachusetts, Inc.	04-2320990	Corporation	Massachusetts
Waste Management Disposal Services of Oregon, Inc.	36-3548405	Corporation	Delaware
Waste Management Disposal Services of Pennsylvania, Inc.	23-1655318	Corporation	Pennsylvania
Waste Management Disposal Services of Virginia, Inc.	36-3791008	Corporation	Delaware
Waste Management Financing Corporation	36-4200855	Corporation	Delaware
Waste Management Holdings, Inc.	36-2660763	Corporation	Delaware
Waste Management Inc. of Florida	59-1094518	Corporation	Florida
Waste Management Indycoke, L.L.C.	81-0640497	Limited Liability Company	Delaware
Waste Management International B.V.	NA-0000096	Limited Liability Company	Netherlands
Waste Management International plc	NA-0000087	Limited Partnership	United Kingdom
Waste Management International Services Limited	98-0336025	Corporation	United Kingdom
Waste Management International, Inc.	36-3255004	Corporation	Delaware
Waste Management International, Ltd.	NA-0000099	Limited Liability Company	Bermuda
Waste Management Municipal Services of California, Inc.	77-0151385	Corporation	California
Waste Management National Services, Inc.	76-0686861	Corporation	Delaware
Waste Management New England Environmental Transport, Inc.	04-3509618	Corporation	Delaware
Waste Management of Alameda County, Inc.	94-0727420	Corporation	California
Waste Management of Alaska, Inc.	91-1879241	Corporation	Delaware
Waste Management of Arizona, Inc.	86-0198265	Corporation	California
Waste Management of Arkansas, Inc.	04-2814811	Corporation	Delaware
Waste Management of California, Inc.	95-1735737	Corporation	California
Waste Management of Canada Corporation	NA-0000021	Corporation	Nova Scotia
Waste Management of Canada Corporation	NA-0000021	Corporation	Ontario
Waste Management of Carolinas, Inc.	56-0731307	Corporation	North Carolina

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Active Legal Entities

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
Waste Management of Colorado, Inc.	64-0523684	Corporation	Colorado
Waste Management of Connecticut, Inc.	06-1485581	Corporation	Delaware
Waste Management of Delaware, Inc.	51-0094505	Corporation	Delaware
Waste Management of Five Oaks Recycling and Disposal Facility,	37-1035820	Corporation	Delaware
Waste Management of Georgia, Inc.	36-3319564	Corporation	Georgia
Waste Management of Hawaii, Inc.	78-0638599	Corporation	Delaware
Waste Management of Idaho, Inc.	82-0364976	Corporation	Idaho
Waste Management of Illinois, Inc.	38-2660859	Corporation	Delaware
Waste Management of Indiana Holdings One, Inc.	36-4039079	Corporation	Delaware
Waste Management of Indiana Holdings Two, Inc.	36-4059574	Corporation	Delaware
Waste Management of Indiana, L.L.C.	36-4071447	Limited Liability Company	Delaware
Waste Management of Iowa, Inc.	42-0824220	Corporation	Iowa
Waste Management of Kansas, Inc.	48-0634806	Corporation	Kansas
Waste Management of Kentucky Holdings, Inc.	36-4059575	Corporation	Delaware
Waste Management of Kentucky, L.L.C.	36-4035849	Limited Liability Company	Delaware
Waste Management of Leon County, Inc.	36-3319565	Corporation	Florida
Waste Management of Londonderry, Inc.	20-5657050	Corporation	Delaware
Waste Management of Louisiana Holdings One, Inc.	36-4142119	Corporation	Delaware
Waste Management of Louisiana, L.L.C.	36-4119910	Limited Liability Company	Delaware
Waste Management of Maine, Inc.	01-0267739	Corporation	Maine
Waste Management of Maryland, Inc.	52-0250430	Corporation	Maryland
Waste Management of Massachusetts, Inc.	04-2535063	Corporation	Massachusetts
Waste Management of Metro Atlanta, Inc.	58-1937966	Corporation	Georgia
Waste Management of Michigan, Inc.	38-1214786	Corporation	Michigan
Waste Management of Minnesota, Inc.	36-2698820	Corporation	Minnesota
Waste Management of Mississippi, Inc.	36-3005295	Corporation	Mississippi
Waste Management of Missouri, Inc.	43-0992367	Corporation	Delaware
Waste Management of Montana, Inc.	36-3564773	Corporation	Delaware
Waste Management of Nebraska, Inc.	36-3469702	Corporation	Delaware
Waste Management of Nevada, Inc.	88-0394159	Corporation	Nevada
Waste Management of New Hampshire, Inc.	04-2482447	Corporation	Connecticut
Waste Management of New Jersey, Inc.	36-3700143	Corporation	Delaware
Waste Management of New Mexico, Inc.	85-0229020	Corporation	New Mexico
Waste Management of New York, L.L.C.	36-4206797	Limited Liability Company	Delaware
Waste Management of North Dakota, Inc.	36-3798294	Corporation	Delaware
Waste Management of Ohio, Inc.	25-1673264	Corporation	Ohio
Waste Management of Oklahoma, Inc.	73-0685975	Corporation	Oklahoma
Waste Management of Oregon, Inc.	93-0612655	Corporation	Oregon
Waste Management of Pennsylvania Gas Recovery, L.L.C.	20-2926331	Limited Liability Company	Delaware
Waste Management of Pennsylvania, Inc.	25-1232336	Corporation	Pennsylvania
Waste Management of Plainfield, L.L.C.	78-0722971	Limited Liability Company	Delaware
Waste Management of Rhode Island, Inc.	36-3668109	Corporation	Delaware
Waste Management of South Carolina, Inc.	36-2935124	Corporation	South Carolina
Waste Management of South Dakota, Inc.	46-0348394	Corporation	South Dakota
Waste Management of Texas Holdings, Inc.	43-1976001	Corporation	Delaware
Waste Management of Texas, Inc.	75-1223528	Corporation	Texas
Waste Management of Tunica Landfill, Inc.	64-0869334	Corporation	Mississippi
Waste Management of Utah, Inc.	87-0302156	Corporation	Utah
Waste Management of Virginia, Inc.	25-1578667	Corporation	Virginia
Waste Management of Washington, Inc.	36-3846342	Corporation	Delaware
Waste Management of West Virginia, Inc.	36-3553198	Corporation	Delaware
Waste Management of Wisconsin, Inc.	39-0967466	Corporation	Wisconsin

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<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
Waste Management of Wyoming, Inc.	36-3828554	Corporation	Delaware
Waste Management Partners, Inc.	36-3220911	Corporation	Delaware
Waste Management Plastic Products, Inc.	36-3761543	Corporation	Delaware
Waste Management Recycle Asia, L.L.C.	39-1977904	Limited Liability Company	Ohio
Waste Management Recycling and Disposal Services of California	95-2370376	Corporation	California
Waste Management Recycling of New Jersey, L.L.C.	04-3735640	Limited Liability Company	Delaware
Waste Management Security, L.L.C.	43-1970495	Limited Liability Company	Delaware
Waste Management Service Center, Inc.	20-4017651	Corporation	Delaware
Waste Management South America B.V.	NA-0000102	Limited Liability Company	Netherlands
Waste Management Technology Center, Inc.	36-3519386	Corporation	Delaware
Waste Management Thaland B.V.	98-0204718	Limited Liability Company	Netherlands
Waste Management, Inc.	73-1309528	Corporation	Delaware
Waste Management, Inc. of Tennessee	36-2935128	Corporation	Tennessee
Waste Resources of Tennessee, Inc.	54-0838353	Corporation	Tennessee
Waste Services of Kentucky, L.L.C.	94-3429202	Limited Liability Company	Delaware
Waste to Energy Holdings, Inc.	76-0652923	Corporation	Delaware
Waste to Energy I, LLC	02-0519035	Limited Liability Company	Delaware
Waste to Energy II, LLC	02-0519036	Limited Liability Company	Delaware
Wastech Inc.	93-0936732	Corporation	Nevada
WESI Baltimore Inc.	02-0357495	Corporation	Delaware
WESI Capital Inc.	36-3861933	Corporation	Delaware
WESI Peekskill Inc.	02-0363274	Corporation	Delaware
WESI Westchester Inc.	02-0360305	Corporation	Delaware
Westchester Resco Associates, L.P.	02-0367753	Limited Partnership	Delaware
Western One Land Corporation	76-0688224	Corporation	Delaware
Western Waste Industries	95-1946054	Corporation	California
Western Waste of Texas, L.L.C.	30-0239250	Limited Liability Company	Delaware
Wheelabrator Baltimore L.L.C.	36-4057301	Limited Liability Company	Delaware
Wheelabrator Baltimore, L.P.	36-4057307	Limited Partnership	Maryland
Wheelabrator Bridgeport, L.P.	36-4057309	Limited Partnership	Delaware
Wheelabrator Cedar Creek Inc.	02-0443870	Corporation	Delaware
Wheelabrator Claremont Company, L.P.	02-0390003	Limited Partnership	Delaware
Wheelabrator Claremont Inc.	20-4284300	Corporation	Delaware
Wheelabrator Concord Company, L.P.	02-0394017	Limited Partnership	Delaware
Wheelabrator Concord Inc.	02-0393450	Corporation	Delaware
Wheelabrator Connecticut Inc.	36-3908788	Corporation	Delaware
Wheelabrator Culm Services Inc.	02-0442574	Corporation	Delaware
Wheelabrator Environmental Systems Inc.	02-0412779	Corporation	Delaware
Wheelabrator Falls Inc.	04-3024782	Corporation	Delaware
Wheelabrator Frackville Energy Company Inc.	02-0393452	Corporation	Delaware
Wheelabrator Frackville Properties Inc.	04-3100742	Corporation	Delaware
Wheelabrator Fuel Services Inc.	02-0442576	Corporation	Delaware
Wheelabrator Gloucester Company, L.P.	02-0396724	Limited Partnership	New Jersey
Wheelabrator Gloucester Inc.	02-0391601	Corporation	Delaware
Wheelabrator Guam Inc.	36-3926262	Corporation	Delaware
Wheelabrator Hudson Energy Company Inc.	04-3048379	Corporation	Delaware
Wheelabrator Hudson Falls L.L.C.	72-1541910	Limited Liability Company	Delaware
Wheelabrator Land Resources Inc.	04-3036313	Corporation	Delaware
Wheelabrator Lassen Inc.	36-3826261	Corporation	Delaware
Wheelabrator Lisbon Inc.	61-1167063	Corporation	Delaware
Wheelabrator Martell Inc.	36-4051558	Corporation	Delaware
Wheelabrator McKay Bay Inc.	36-3240315	Corporation	Florida

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<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
Wheelabrator Millbury Inc.	02-0412788	Corporation	Delaware
Wheelabrator New Hampshire Inc.	02-0390002	Corporation	Delaware
Wheelabrator New Jersey Inc.	02-0391598	Corporation	Delaware
Wheelabrator NHC Inc.	02-0393448	Corporation	Delaware
Wheelabrator North Andover Inc.	36-3062971	Corporation	Delaware
Wheelabrator North Broward Inc.	04-3030218	Corporation	Delaware
Wheelabrator North Shore Inc.	02-0416086	Corporation	Delaware
Wheelabrator Norwalk Energy Company Inc.	02-0395269	Corporation	Delaware
Wheelabrator Penacook Inc.	02-0393449	Corporation	Delaware
Wheelabrator Pinellas Inc.	36-3110153	Corporation	Delaware
Wheelabrator Putnam Inc.	39-3909789	Corporation	Delaware
Wheelabrator Ridge Energy Inc.	36-3820153	Corporation	Delaware
Wheelabrator Saugus Inc.	13-2740971	Corporation	Delaware
Wheelabrator Saugus, J.V.	04-2530905	Joint Venture	Massachusetts
Wheelabrator Shasta Energy Company Inc.	02-0395274	Corporation	Delaware
Wheelabrator Sherman Energy Company, G.P.	02-0390349	General Partnership	Maine
Wheelabrator Sherman Station L.L.C.	76-0743287	Limited Liability Company	Delaware
Wheelabrator Sherman Station One Inc.	02-0390312	Corporation	Delaware
Wheelabrator South Broward Inc.	02-0410154	Corporation	Delaware
Wheelabrator Spokane Inc.	02-0416522	Corporation	Delaware
Wheelabrator Technologies Inc.	22-2678047	Corporation	Delaware
Wheelabrator Technologies International Inc.	36-3965264	Corporation	Delaware
Wheelabrator Westchester, L.P.	02-0367751	Limited Partnership	Delaware
White Lake Landfill, Inc.	38-1889893	Corporation	Michigan
Williams Landfill, L.L.C.	61-1342579	Limited Liability Company	Delaware
Willow Oak Landfill, LLC	20-1457518	Limited Liability Company	Georgia
WM Arizona Operations, L.L.C.	32-0112690	Limited Liability Company	Delaware
WM Emergency Employee Support Fund, Inc.	11-3758170	Not For Profit Corporation	Delaware
WM Energy Solutions, Inc.	76-0695139	Corporation	Delaware
WM Green Squad, LLC	26-1694369	Limited Liability Company	Delaware
WM GTL, Inc.	26-0294424	Corporation	Delaware
WM GTL, LLC	26-0294528	Limited Liability Company	Delaware
WM Healthcare Solutions, Inc.	20-3483524	Corporation	Delaware
WM Illinois Renewable Energy, L.L.C.	45-0512000	Limited Liability Company	Delaware
WM International Holdings, Inc.	76-0607203	Corporation	Delaware
WM International Services (UK) Limited	NA-0000098	Corporation	England
WM LampTracker, Inc.	28-0176250	Corporation	Delaware
WM Landfills of Ohio, Inc.	31-1509696	Corporation	Delaware
WM Landfills of Tennessee, Inc.	62-1462526	Corporation	Delaware
WM Leasing of Arizona, L.L.C.	20-4017719	Limited Liability Company	Delaware
WM Leasing of Texas, L.P.	20-4017724	Limited Partnership	Delaware
WM of Texas, L.L.C.	26-0428868	Limited Liability Company	Delaware
WM Organic Growth, Inc.	20-4677155	Corporation	Delaware
WM Pack-Rat of California, LLC	26-0380883	Limited Liability Company	Delaware
WM Pack-Rat of Illinois, LLC	26-0524082	Limited Liability Company	Delaware
WM Pack-Rat of Maryland, LLC	26-1411856	Limited Liability Company	Delaware
WM Pack-Rat of Massachusetts, LLC	26-1411946	Limited Liability Company	Delaware
WM Pack-Rat of Rhode Island, LLC	26-1855760	Limited Liability Company	Delaware
WM Pack-Rat, LLC	26-0285281	Limited Liability Company	Delaware
WM Partnership Holdings, Inc.	36-3874344	Corporation	Delaware
WM Quebec Inc.	NA-0000041	Corporation	Canada
WM RA Canada Inc.	NA-0000172	Corporation	Ontario

Affiliate Entity Report*Active Legal Entities*

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
WM Recycle America, L.L.C.	72-1541911	Limited Liability Company	Delaware
WM Renewable Energy, L.L.C.	45-0511978	Limited Liability Company	Delaware
WM Resources, Inc.	25-1536159	Corporation	Pennsylvania
WM Safety Services, L.L.C.	20-3887188	Limited Liability Company	Delaware
WM Security Services, Inc.	20-3714754	Corporation	Delaware
WM Services SA	NA-0000108	Corporation	Argentina
WM Storage, Inc.	26-0285202	Corporation	Delaware
WM Tontitown Landfill, LLC	72-1541809	Limited Liability Company	Arkansas
WM Trash Monitor Plus, L.L.C.	26-1436776	Limited Liability Company	Delaware
WMI Medical Services of Indiana, Inc.	35-1724992	Corporation	Indiana
WMI Mexico Holdings, Inc.	35-3912290	Corporation	Delaware
WMNA Container Recycling, L.L.C.	04-3735649	Limited Liability Company	Delaware
WMSALSA, Inc.	20-2580150	Not For Profit Corporation	Texas
WMST Illinois, L.L.C.	94-3423874	Limited Liability Company	Illinois
WTI Air Pollution Control Inc.	36-4110833	Corporation	Delaware
WTI Financial L.L.C.	20-0584237	Limited Liability Company	Delaware
WTI International Holdings Inc.	36-3908839	Corporation	Delaware
WTI Rust Holdings Inc.	02-0351425	Corporation	Delaware

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation"), has constituted and appointed and does hereby constitute and appoint Robert Bruce, Donald R. Gibson, Melissa Haddick, Jacqueline Kirk, Tannis Mattson, Terri Morrison and Sandra R. Parker of Marsh USA Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this 14TH day of APRIL, 2003.

Witness:

Waste Management, Inc.



Donna L. Meals
Director, Financial Assurance



Ronald H. Jones
Vice President and Treasurer

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

100 BANK STREET, SUITE 610 BURLINGTON, VT 05401

EXTENSION CERTIFICATE
(To be filed with the Obligee)
PERFORMANCE BOND

Bond Number: PB91-0038

To be attached to Bond described below, executed by National Guaranty Insurance Company of Vermont as Surety:

PRINCIPAL: Waste Management of Leon County, Inc.
OBLIGEE: Board of County Commissioners of Leon County, FL
DESCRIPTION: Solid Waste Collection

Said Principal and said Surety hereby agree that the term of said bond is extended from the Twenty-First day of April, 2009 to the Twenty-First day of April, 2010 subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the amount of Five Hundred Thousand and no/100 Dollars ----- (\$ 500,000.00).

Signed, sealed and dated this 9th day of February, 2009.

Waste Management of Leon County, Inc.

By: *Maria D. Zuniga*
Maria D. Zuniga, Attorney-In-Fact

National Guaranty Insurance Company of Vermont

By: *Jennifer A. George*
Jennifer A. George, Attorney-In-Fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 610, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Julie S. Boucher, Heather Cook, Jennifer A. George, Gary A. Griswold, Susan D. Precourt, and Marcy Waterfall of Burlington, Vermont, Marc W. Boots, Richard Covington, Maria D. Zuniga, Mary Ann Garcia, P.T. Osburn, and Stephen R. Smith of Houston, Texas, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

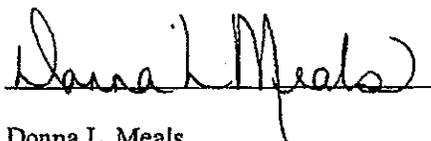
The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this

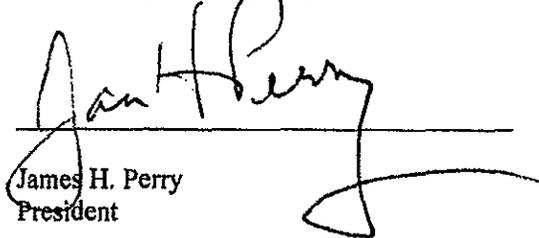
9th day of February, 2009

Witness:



Donna L. Meals
Secretary

**NATIONAL GUARANTY INSURANCE
COMPANY OF VERMONT**


James H. Perry
President

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation"), has constituted and appointed and does hereby constitute and appoint Marc W. Boots, Richard Covington, Mark W. Edwards II, Robert R. Freel, Mary Ann Garcia, Vickie Lacy, P.T. Osburn, Alisa B. Pounders, Stephen R. Smith and Maria D. Zuniga of McGriff, Seibels & Williams of Texas, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

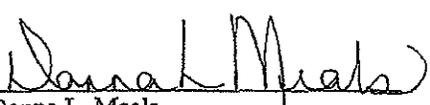
1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

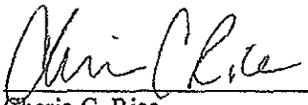
The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President, Finance and Treasurer, and its corporate seal to be hereto affixed this 9th day of February, 2009.

Witness:


Donna L. Meals
Director, Financial Assurance

Waste Management, Inc.


Cherie C. Rice
Vice President, Finance and Treasurer

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
0842463 B.C. Ltd.		Corporation	British Columi
1329409 Ontario Inc.	NA-0000001	Corporation	Ontario
2M Investments, L.L.C.	87-0681820	Limited Liability Company	Utah
3368084 Canada Inc.	NA-0000003	Corporation	Canada
635952 Ontario Inc.	NA-0000005	Corporation	Ontario
Acaverde S.A. de C.V.	NA-0000010	Corporation	Mexico
Acaverde Servicios, S.A. de C.V.	NA-0000011	Corporation	Mexico
Advanced Environmental Technical Services, L.L.C.	36-4016575	Limited Liability Company	Delaware
Akron Regional Landfill, Inc.	31-1595650	Corporation	Delaware
Alabama Waste Disposal Solutions, L.L.C.	76-0641853	Limited Liability Company	Alabama
Alliance Sanitary Landfill, Inc.	23-2383025	Corporation	Pennsylvania
Alpharetta Transfer Station, LLC	20-1457486	Limited Liability Company	Georgia
American Landfill, Inc.	34-1355783	Corporation	Ohio
American RRT Fiber Supply, L.P.	23-2790769	Limited Partnership	Pennsylvania
Anderson Landfill, Inc.	76-0590137	Corporation	Delaware
Antelope Valley Recycling and Disposal Facility, Inc.	95-3344381	Corporation	California
Arden Landfill, Inc.	25-1249512	Corporation	Pennsylvania
Atlantic Waste Disposal, Inc.	36-3852536	Corporation	Delaware
Automated Salvage Transport Co., L.L.C.	04-3735644	Limited Liability Company	Delaware
Auxiwaste Services SA	NA-0000013	Corporation	France
Avalon South, LLC	26-3549579	Limited Liability Company	Delaware
Avalon Southwest, Inc.	26-2817237	Corporation	Delaware
Azusa Land Reclamation, Inc.	95-2908438	Corporation	California
B&B Landfill, Inc.	20-1469925	Corporation	Delaware
Barre Landfill Gas Associates, L.P.	06-1438474	Limited Partnership	Delaware
Beecher Development Company	36-3381285	Joint Venture	Illinois
Bestan Inc.	NA-0000017	Corporation	Quebec
Big Dipper Enterprises, Inc.	45-0325454	Corporation	North Dakota
Bluegrass Containment, L.L.C.	76-0641298	Limited Liability Company	Delaware
Brazoria County Recycling Center, Inc.	76-0160311	Corporation	Texas
Burnsville Sanitary Landfill, Inc.	41-1882463	Corporation	Minnesota
C&C Disposal, LLC	20-1289317	Limited Liability Company	Georgia
C.I.D. Landfill, Inc.	16-1091396	Corporation	New York
CA Newco, L.L.C.	35-2228276	Limited Liability Company	Delaware
Cal Sierra Disposal	94-2349727	Corporation	California
California Asbestos Monofill, Inc.	68-0232434	Corporation	California
Canadian Waste Services Holdings Inc.	NA-0000020	Corporation	Ontario
CAP/CRA, L.L.C.	52-2137376	Limited Liability Company	Illinois
Capital Sanitation Company	88-0121888	Corporation	Nevada
Capitol Disposal, Inc.	76-0638591	Corporation	Alaska
Carolina Grading, Inc.	57-0923608	Corporation	South Carolin.
Cedar Ridge Landfill, Inc.	62-1727570	Corporation	Delaware
Central Disposal Systems, Inc.	42-0995450	Corporation	Iowa
Chadwick Road Landfill, Inc.	58-1798581	Corporation	Georgia
Chambers Clearview Environmental Landfill, Inc.	25-1652556	Corporation	Mississippi
Chambers Development Company, Inc.	25-1214958	Corporation	Delaware
Chambers Development of Ohio, Inc.	51-0396835	Corporation	Ohio
Chambers of Georgia, Inc.	58-2397639	Corporation	Delaware
Chambers of Mississippi, Inc.	25-1628285	Corporation	Mississippi
Chemical Waste Management of Indiana, L.L.C.	36-4067587	Limited Liability Company	Delaware
Chemical Waste Management of the Northwest, Inc.	91-1089393	Corporation	Washington
Chemical Waste Management, Inc.	36-2989152	Corporation	Delaware

Affiliate Entity Report

Name	Federal ID No.	Entity Type	State of Incorporation
Chesser Island Road Landfill, Inc.	58-2364490	Corporation	Georgia
City Disposal Systems, Inc.	38-3407001	Corporation	Delaware
City Environmental Services, Inc. of Waters	38-3020069	Corporation	Michigan
City Environmental, Inc.	38-3407576	Corporation	Delaware
City Management Corporation	38-2056600	Corporation	Michigan
Cleburne Landfill Company Corp.	59-3069374	Corporation	Alabama
Coast Waste Management, Inc.	95-2557952	Corporation	California
Connecticut Valley Sanitary Waste Disposal, Inc.	04-2796580	Corporation	Massachusetts
Conservation Services, Inc.	84-0915035	Corporation	Colorado
Continental Waste Industries Arizona, Inc.	22-3146904	Corporation	New Jersey
Corporate Housing Initiatives II Limited Partnership	52-1854657	Limited Partnership	Delaware
Coshocton Landfill, Inc.	31-1214800	Corporation	Ohio
Cougar Landfill, Inc.	76-0211843	Corporation	Texas
Countryside Landfill, Inc.	36-2838336	Corporation	Illinois
CR Group, LLC	87-0629120	Limited Liability Company	Utah
Cuyahoga Landfill, Inc.	76-0680495	Corporation	Delaware
CWM Chemical Services, L.L.C.	36-4203347	Limited Liability Company	Delaware
Dafter Sanitary Landfill, Inc.	38-2754804	Corporation	Michigan
Dauphin Meadows, Inc.	23-2390183	Corporation	Pennsylvania
Deep Valley Landfill, Inc.	23-2886200	Corporation	Delaware
Deer Track Park Landfill, Inc.	39-1802678	Corporation	Delaware
Del Almo Landfill, L.L.C.	74-3055347	Limited Liability Company	Delaware
Delaware Recyclable Products, Inc.	51-0334417	Corporation	Delaware
Dickinson Landfill, Inc.	76-0325384	Corporation	Delaware
Disposal Service, Incorporated	55-0618479	Corporation	West Virginia
Dominium Opportunity Fund, A California Limited Partnership	95-4507794	Limited Partnership	California
Donahue/JRP Asia Pacific Ltd	NA-0000163	Corporation	Hong Kong
Downtown Diversion Inc.	80-0069661	Corporation	California
E.C. Waste, Inc.	66-0523535	Corporation	Puerto Rico
Earthmovers Landfill, L.L.C.	61-1342591	Limited Liability Company	Delaware
East Liverpool Landfill, Inc.	34-1637446	Corporation	Ohio
Eastern One Land Corporation	76-0695122	Corporation	Delaware
Eco-Vista, LLC	72-1541909	Limited Liability Company	Arkansas
eCycling Services, L.L.C.	38-3684879	Limited Liability Company	Delaware
El Coqui Landfill Company, Inc.	66-0555785	Corporation	Puerto Rico
El Coqui Waste Disposal, Inc.	76-0480500	Corporation	Delaware
ELDA Landfill, Inc.	76-0639272	Corporation	Delaware
Elk River Landfill, Inc.	41-1283941	Corporation	Minnesota
Envirofill of Illinois, Inc.	37-0957555	Corporation	Illinois
Evergreen Landfill, Inc.	76-0472693	Corporation	Delaware
Evergreen National Indemnity Company	UK-0000142	Corporation	Ohio
Evergreen Recycling and Disposal Facility, Inc.	76-0638587	Corporation	Delaware
Farmer's Landfill, Inc.	43-0863680	Corporation	Missouri
Feather River Disposal, Inc.	06-1479349	Corporation	California
Fernley Disposal, Inc.	94-3423947	Corporation	Nevada
G.I. Industries	87-0430285	Corporation	Utah
GA Landfills, Inc.	58-2293782	Corporation	Delaware
Gallia Landfill, Inc.	31-1509605	Corporation	Delaware
Garnet of Maryland, Inc.	52-1916417	Corporation	Maryland
Gateway Transfer Station, LLC	20-1457460	Limited Liability Company	Georgia
GCP Engineering Ltd	NA-0000164	Corporation	Hong Kong
Georgia Waste Systems, Inc.	58-1028526	Corporation	Georgia

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Gestion Des Rebutis D.M.P. Inc.	NA-0000033	Corporation	Quebec
Giordano Recycling, L.L.C.	20-2098765	Limited Liability Company	Delaware
Glades Landfill, LLC	73-1630187	Limited Liability Company	Florida
Glen's Sanitary Landfill, Inc.	38-2065407	Corporation	Michigan
Grand Central Sanitary Landfill, Inc.	23-2049337	Corporation	Pennsylvania
Grupo WMX, S.A. De C.V.	NA-0000039	Corporation	Mexico
Guadalupe Mines Mutual Water Company	77-0398278	Not For Profit Corporation	California
Guadalupe Rubbish Disposal Co., Inc.	95-2746842	Corporation	California
Guam Resource Recovery Partners, L.P.	36-4149976	Limited Partnership	Delaware
Ham Lake Haulers, Inc.	41-1704537	Corporation	Minnesota
Harris Sanitation, Inc.	59-1219741	Corporation	Florida
Harwood Landfill, Inc.	52-1637402	Corporation	Maryland
Hedco Landfill Limited	NA-0000040	Corporation	England
High Mountain Fuels LLC	26-2268599	Limited Liability Company	Delaware
Hillsboro Landfill Inc.	93-0760239	Corporation	Oregon
Holyoke Sanitary Landfill, Inc.	04-2481863	Corporation	Massachusetts
IN Landfills, L.L.C.	61-1342588	Limited Liability Company	Delaware
Jahner Sanitation, Inc.	45-0410330	Corporation	North Dakota
Jay County Landfill, L.L.C.	61-1342592	Limited Liability Company	Delaware
JFS (UK) Limited	NA-0000044	Corporation	England
K and W Landfill Inc.	38-2504167	Corporation	Michigan
Kahle Landfill, Inc.	43-1682575	Corporation	Missouri
Keene Road Landfill, Inc.	59-2044226	Corporation	Florida
Kelly Run Sanitation, Inc.	25-1696669	Corporation	Pennsylvania
Key Disposal Ltd.	NA-0000045	Corporation	British Columbi
KeyCorp Investment Limited Partnership	34-1783428	Limited Partnership	Ohio
King George Landfill, Inc.	54-1632805	Corporation	Virginia
La Quinta Medical/Commercial Plaza, Ltd.	95-4357859	Limited Partnership	California
Lakeville Recycling, L.P.	36-3730138	Limited Partnership	Delaware
Land Reclamation Company, Inc.	36-3640284	Corporation	Delaware
Land South Holdings, LLC	20-5908782	Limited Liability Company	Delaware
Landfill of Pine Ridge, Inc.	76-0638593	Corporation	Delaware
Landfill Services of Charleston, Inc.	55-0731302	Corporation	West Virginia
Laurel Highlands Landfill, Inc.	25-1640583	Corporation	Pennsylvania
LCS Services, Inc.	55-0673745	Corporation	West Virginia
Liberty Landfill, L.L.C.	61-1342590	Limited Liability Company	Delaware
Liberty Lane West Owners' Association	36-4163829	Not For Profit Corporation	New Hampshi
Liquid Waste Management, Inc.	95-2779930	Corporation	California
Longleaf C&D Disposal Facility, Inc.	59-3598129	Corporation	Florida
Longmont Landfill, L.L.C.	36-4551803	Limited Liability Company	Delaware
Looney Bins, Inc.	95-4704325	Corporation	California
M.S.T.S. Limited Partnership	36-3790528	Limited Partnership	Illinois
M.S.T.S., Inc.	36-3542321	Corporation	Delaware
Mahoning Landfill, Inc.	34-1047662	Corporation	Ohio
Mass Gravel Inc.	04-3117495	Corporation	Massachusetts
Mc Ginnes Industrial Maintenance Corporation	74-1532790	Corporation	Texas
McDaniel Landfill, Inc.	45-0399545	Corporation	North Dakota
McGill Landfill, Inc.	38-3076718	Corporation	Michigan
Meadowhill Landfill, Inc.	31-1509701	Corporation	Delaware
Michigan Environs, Inc.	38-2434760	Corporation	Michigan
Midwest One Land Corporation	20-0606093	Corporation	Delaware
Minneapolis Refuse, Incorporated	41-0972178	Corporation	Minnesota

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Modern-Mallard Energy, LLC	57-1161216	Limited Liability Company	Delaware
Modesto Garbage Co., Inc.	94-1643145	Corporation	California
Moor Refuse, Inc.	33-0622768	Corporation	California
Mountain Indemnity Insurance Company	03-0328445	Corporation	Vermont
Mountain Indemnity International Limited	NA-0000053	Corporation	Ireland
Mountainview Landfill, Inc. (MD)	25-1538716	Corporation	Maryland
Mountainview Landfill, Inc. (UT)	76-0548746	Corporation	Utah
Nassau Landfill, L.L.C.	37-1487482	Limited Liability Company	Delaware
National Guaranty Insurance Company of Vermont	36-3643755	Corporation	Vermont
New England CR L.L.C.	04-3735642	Limited Liability Company	Delaware
New Milford Landfill, L.L.C.	76-0641312	Limited Liability Company	Delaware
New Orleans Landfill, L.L.C.	38-3699690	Limited Liability Company	Delaware
NH/VT Energy Recovery Corporation	02-0390004	Corporation	New Hampshire
North Manatee Recycling and Disposal Facility, L.L.C.	26-0283104	Limited Liability Company	Florida
Northwestern Landfill, Inc.	52-2023458	Corporation	Delaware
Nu-Way Live Oak Reclamation, Inc.	68-0236308	Corporation	Delaware
Oakridge Landfill, Inc.	25-1547187	Corporation	South Carolina
Oakwood Landfill, Inc.	57-0974474	Corporation	South Carolina
Okeechobee Landfill, Inc.	25-1628636	Corporation	Florida
Ozark Ridge Landfill, Inc.	71-0692520	Corporation	Arkansas
P & R Environmental Industries, L.L.C.	04-3735653	Limited Liability Company	North Carolina
Pacific Waste Management L.L.C.	98-0227312	Limited Liability Company	Delaware
Palmetto Seed Capital Fund	57-0889130	Trust	South Carolina
Palo Alto Sanitation Company	94-1075868	Corporation	California
Paper Recycling International, L.P.	36-3735689	Limited Partnership	Delaware
Pappy, Inc.	52-1561430	Corporation	Maryland
Peltz H.C., LLC	UK-0000100	Limited Liability Company	Wisconsin
Pen-Rob, Inc.	86-0504613	Corporation	Arizona
Penuelas Valley Landfill, Inc.	66-0580251	Corporation	Puerto Rico
People's Landfill, Inc.	38-3406998	Corporation	Delaware
Peterson Demolition, Inc.	41-1625867	Corporation	Minnesota
Phoenix Resources, Inc.	23-2483102	Corporation	Pennsylvania
Pine Grove Landfill, Inc. (PA)	23-2388139	Corporation	Pennsylvania
Pine Tree Acres, Inc.	38-2544258	Corporation	Michigan
Plantation Oaks Landfill, Inc.	76-0638592	Corporation	Delaware
PPP Corporation	23-2146479	Corporation	Delaware
Prairie Bluff Landfill, Inc.	76-0638590	Corporation	Delaware
ProCentury Corporation	UK-0000026	Corporation	Ohio
Pulaski Grading, L.L.C.	76-0638043	Limited Liability Company	Delaware
Pullman-Hoffman, Inc.	34-0824706	Corporation	Ohio
Quail Hollow Landfill, Inc.	62-1727567	Corporation	Delaware
Questquill Limited	98-0221631	Corporation	United Kingdom
R & B Landfill, Inc.	25-1754371	Corporation	Georgia
RAA Colorado, L.L.C.	20-2587942	Limited Liability Company	Colorado
RAA Trucking, LLC	39-2040612	Limited Liability Company	Wisconsin
RCI Hudson, Inc.	04-3044820	Corporation	Massachusetts
Recycle America Co., L.L.C.	04-3735636	Limited Liability Company	Delaware
Recycle America Holdings, Inc.	72-1541913	Corporation	Delaware
Redwood Landfill, Inc.	94-1443150	Corporation	Delaware
Refuse Services, Inc.	59-1098850	Corporation	Florida
Refuse, Inc.	88-0094235	Corporation	Nevada
REI Holdings Inc.	36-4124520	Corporation	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Reliable Landfill, L.L.C.	73-1654400	Limited Liability Company	Delaware
Remote Landfill Services, Inc.	62-1421307	Corporation	Tennessee
Reno Disposal Co.	88-0087833	Corporation	Nevada
Resco Holdings L.L.C.	20-0584193	Limited Liability Company	Delaware
Resource Control Composting, Inc.	04-3044833	Corporation	Massachusetts
Resource Control, Inc.	04-2655361	Corporation	Massachusetts
Richland County Landfill, Inc.	58-1708996	Corporation	South Carolina
Riegel Ridge, LLC	56-2124210	Limited Liability Company	North Carolina
Riverbend Landfill Co.	93-0724866	Corporation	Oregon
Rolling Meadows Landfill, Inc.	76-0325383	Corporation	Delaware
RRT Design & Construction Corp.	16-1353118	Corporation	Delaware
RRT Empire of Monroe County, Inc.	16-1409567	Corporation	New York
RTS Landfill, Inc.	58-1924102	Corporation	Delaware
Rust Engineering & Construction Inc.	63-1081016	Corporation	Delaware
Rust Engineering (Thailand) Ltd	NA-0000162	Corporation	Thailand
Rust International Inc.	63-1081055	Corporation	Delaware
S & J Landfill Limited Partnership	76-0404581	Limited Partnership	Texas
S & S Grading, Inc.	58-1858013	Corporation	West Virginia
S. V. Farming Corp.	22-2976860	Corporation	New Jersey
Sanifill de Mexico (US), Inc.	76-0419331	Corporation	Delaware
Sanifill de Mexico, S.A. de C.V.	NA-0000070	Corporation	Mexico
Sanifill Power Corporation	76-0496422	Corporation	Delaware
SC Holdings, Inc.	36-2898300	Corporation	Pennsylvania
Serubam Servicos Urbanos E Ambientais Ltda	NA-0000077	Corporation	Brazil
SES Bridgeport L.L.C.	36-4057298	Limited Liability Company	Delaware
Shade Landfill, Inc.	23-2886198	Corporation	Delaware
Sierra Estrella Landfill, Inc.	86-0717293	Corporation	Arizona
Southern Alleghenies Landfill, Inc.	25-1249160	Corporation	Pennsylvania
Southern One Land Corporation	72-1534481	Corporation	Delaware
Southern Plains Landfill, Inc.	73-1384828	Corporation	Oklahoma
Southern Waste Services, L.L.C.	61-1342585	Limited Liability Company	Delaware
Spruce Ridge, Inc.	41-1591957	Corporation	Minnesota
Stony Hollow Landfill, Inc.	76-0638597	Corporation	Delaware
Storey County Sanitation, Inc.	88-0264671	Corporation	Nevada
Suburban Landfill, Inc.	76-0638596	Corporation	Delaware
Texarkana Landfill, L.L.C.	30-0239245	Limited Liability Company	Delaware
Texas Pack Rat - Austin #1 LLC	20-3668884	Limited Liability Company	Texas
Texas Pack Rat - Dallas #1 LLC	26-2054900	Limited Liability Company	Texas
Texas Pack Rat - Houston #1 LLC	20-4572488	Limited Liability Company	Texas
Texas Pack Rat - Houston #2 LLC	20-5227255	Limited Liability Company	Texas
Texas Pack Rat - Houston #3 LLC	20-5227324	Limited Liability Company	Texas
Texas Pack Rat - San Antonio #1 LLC	20-4572603	Limited Liability Company	Texas
Texas Pack Rat Service Company LLC		Limited Liability Company	Texas
The Peltz Group, LLC	05-0545181	Limited Liability Company	Wisconsin
The Waste Management Charitable Foundation	04-3073733	Not For Profit Corporation	Delaware
The Woodlands of Van Buren, Inc.	36-3791221	Corporation	Delaware
TNT Sands, Inc.	57-0937314	Corporation	South Carolina
Trail Ridge Landfill, Inc.	36-3667296	Corporation	Delaware
Transamerican Waste Central Landfill, Inc.	76-0463386	Corporation	Delaware
Trash Hunters, Inc.	64-0852590	Corporation	Mississippi
Tri-County Sanitary Landfill, L.L.C.	20-0937658	Limited Liability Company	Delaware
TX Newco, L.L.C.	61-1468715	Limited Liability Company	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
United Waste Systems Leasing, Inc.	38-3324143	Corporation	Michigan
United Waste Systems of Gardner, Inc.	04-3320949	Corporation	Massachusetts
USA South Hills Landfill, Inc.	25-1139448	Corporation	Pennsylvania
USA Valley Facility, Inc.	23-2886199	Corporation	Delaware
USA Waste Geneva Landfill, Inc.	34-1802751	Corporation	Delaware
USA Waste Landfill Operations and Transfer, Inc.	76-0435557	Corporation	Texas
USA Waste of California, Inc.	68-0306154	Corporation	Delaware
USA Waste of Pennsylvania, LLC	74-2921886	Limited Liability Company	Delaware
USA Waste of Texas Landfills, Inc.	76-0322548	Corporation	Delaware
USA Waste of Virginia Landfills, Inc.	58-1932248	Corporation	Delaware
USA Waste Services of Nevada, Inc.	76-0656629	Corporation	Nevada
USA Waste Services of NYC, Inc.	11-3301808	Corporation	Delaware
USA Waste-Management Resources, LLC	13-3853086	Limited Liability Company	New York
USA-Crinc, L.L.C.	04-3735654	Limited Liability Company	Delaware
UWS Barre, Inc.	04-3320948	Corporation	Massachusetts
Valley Garbage and Rubbish Company, Inc.	95-2090787	Corporation	California
Vern's Refuse Service, Inc.	45-0435644	Corporation	North Dakota
VFB, LLC	22-3842831	Limited Liability Company	New Jersey
VHG, Inc.	UK-0000023	Corporation	Minnesota
Vickery Environmental, Inc.	31-1153176	Corporation	Ohio
Vista Landfill, LLC	59-3652174	Limited Liability Company	Florida
Voyageur Disposal Processing, Inc.	41-1734827	Corporation	Minnesota
Warner Company	51-0281233	Corporation	Delaware
Warner Hill Development Company	34-1043478	Corporation	Ohio
Waste Away Group, Inc.	63-0898842	Corporation	Alabama
Waste Management Arizona Landfills, Inc.	86-0683003	Corporation	Delaware
Waste Management Buckeye, L.L.C.	26-0076809	Limited Liability Company	Delaware
Waste Management Collection and Recycling, Inc.	95-2621587	Corporation	California
Waste Management Disposal Services of Colorado, Inc.	84-1004487	Corporation	Colorado
Waste Management Disposal Services of Maine, Inc.	01-0392888	Corporation	Maine
Waste Management Disposal Services of Maryland, Inc.	36-2898301	Corporation	Maryland
Waste Management Disposal Services of Massachusetts, Inc.	04-2320990	Corporation	Massachusetts
Waste Management Disposal Services of Oregon, Inc.	36-3548405	Corporation	Delaware
Waste Management Disposal Services of Pennsylvania, Inc.	23-1655318	Corporation	Pennsylvania
Waste Management Disposal Services of Virginia, Inc.	36-3791008	Corporation	Delaware
Waste Management Financing Corporation	36-4200855	Corporation	Delaware
Waste Management Holdings, Inc.	36-2660763	Corporation	Delaware
Waste Management Inc. of Florida	59-1094518	Corporation	Florida
Waste Management Indycoke, L.L.C.	81-0640497	Limited Liability Company	Delaware
Waste Management International B.V.	NA-0000096	Limited Liability Company	Netherlands
Waste Management International plc	NA-0000097	Limited Partnership	United Kingdom
Waste Management International Services Limited		Corporation	United Kingdom
Waste Management International, Inc.	36-3255004	Corporation	Delaware
Waste Management International, Ltd.	NA-0000099	Limited Liability Company	Bermuda
Waste Management Municipal Services of California, Inc.	77-0151385	Corporation	California
Waste Management National Services, Inc.	76-0686861	Corporation	Delaware
Waste Management New England Environmental Transport, Inc.	04-3509618	Corporation	Delaware
Waste Management of Alameda County, Inc.	94-0727420	Corporation	California
Waste Management of Alaska, Inc.	91-1879241	Corporation	Delaware
Waste Management of Arizona, Inc.	86-0198265	Corporation	California
Waste Management of Arkansas, Inc.	04-2814811	Corporation	Delaware
Waste Management of California, Inc.	95-1735737	Corporation	California

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management of Canada Corporation	NA-0000021	Corporation	Nova Scotia
Waste Management of Canada Corporation	NA-0000021	Corporation	Ontario
Waste Management of Carolinas, Inc.	56-0731307	Corporation	North Carolina
Waste Management of Colorado, Inc.	84-0523684	Corporation	Colorado
Waste Management of Connecticut, Inc.	06-1485581	Corporation	Delaware
Waste Management of Delaware, Inc.	51-0094505	Corporation	Delaware
Waste Management of Fairless, L.L.C.	26-3468180	Limited Liability Company	Delaware
Waste Management of Five Oaks Recycling and Disposal Facility, I	37-1035820	Corporation	Delaware
Waste Management of Georgia, Inc.	36-3319564	Corporation	Georgia
Waste Management of Hawaii, Inc.	76-0638599	Corporation	Delaware
Waste Management of Idaho, Inc.	82-0364976	Corporation	Idaho
Waste Management of Illinois, Inc.	36-2660859	Corporation	Delaware
Waste Management of Indiana Holdings One, Inc.	36-4039079	Corporation	Delaware
Waste Management of Indiana Holdings Two, Inc.	36-4059574	Corporation	Delaware
Waste Management of Indiana, L.L.C.	36-4071447	Limited Liability Company	Delaware
Waste Management of Iowa, Inc.	42-0824220	Corporation	Iowa
Waste Management of Kansas, Inc.	48-0634806	Corporation	Kansas
Waste Management of Kentucky Holdings, Inc.	36-4059575	Corporation	Delaware
Waste Management of Kentucky, L.L.C.	36-4035849	Limited Liability Company	Delaware
Waste Management of Leon County, Inc.	36-3319565	Corporation	Florida
Waste Management of Londonderry, Inc.	20-5657050	Corporation	Delaware
Waste Management of Louisiana Holdings One, Inc.	36-4142119	Corporation	Delaware
Waste Management of Louisiana, L.L.C.	36-4119910	Limited Liability Company	Delaware
Waste Management of Maine, Inc.	01-0267739	Corporation	Maine
Waste Management of Maryland, Inc.	52-0250430	Corporation	Maryland
Waste Management of Massachusetts, Inc.	04-2535063	Corporation	Massachusetts
Waste Management of Metro Atlanta, Inc.	58-1937966	Corporation	Georgia
Waste Management of Michigan, Inc.	38-1214786	Corporation	Michigan
Waste Management of Minnesota, Inc.	36-2698820	Corporation	Minnesota
Waste Management of Mississippi, Inc.	36-3005295	Corporation	Mississippi
Waste Management of Missouri, Inc.	43-0992367	Corporation	Delaware
Waste Management of Montana, Inc.	36-3564773	Corporation	Delaware
Waste Management of Nebraska, Inc.	36-3469702	Corporation	Delaware
Waste Management of Nevada, Inc.	88-0394159	Corporation	Nevada
Waste Management of New Hampshire, Inc.	04-2482447	Corporation	Connecticut
Waste Management of New Jersey, Inc.	36-3700143	Corporation	Delaware
Waste Management of New Mexico, Inc.	85-0229020	Corporation	New Mexico
Waste Management of New York, L.L.C.	36-4206797	Limited Liability Company	Delaware
Waste Management of North Dakota, Inc.	36-3798294	Corporation	Delaware
Waste Management of Ohio, Inc.	25-1673264	Corporation	Ohio
Waste Management of Oklahoma, Inc.	73-0685975	Corporation	Oklahoma
Waste Management of Oregon, Inc.	93-0612655	Corporation	Oregon
Waste Management of Pennsylvania Gas Recovery, L.L.C.	20-2926331	Limited Liability Company	Delaware
Waste Management of Pennsylvania, Inc.	25-1232336	Corporation	Pennsylvania
Waste Management of Plainfield, L.L.C.	76-0722971	Limited Liability Company	Delaware
Waste Management of Rhode Island, Inc.	36-3668109	Corporation	Delaware
Waste Management of South Carolina, Inc.	36-2935124	Corporation	South Carolina
Waste Management of South Dakota, Inc.	46-0348394	Corporation	South Dakota
Waste Management of Texas Holdings, Inc.	43-1976001	Corporation	Delaware
Waste Management of Texas, Inc.	75-1223528	Corporation	Texas
Waste Management of Tunica Landfill, Inc.	64-0869334	Corporation	Mississippi
Waste Management of Utah, Inc.	87-0302156	Corporation	Utah

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Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management of Virginia, Inc.	25-1578667	Corporation	Virginia
Waste Management of Washington, Inc.	36-3846342	Corporation	Delaware
Waste Management of West Virginia, Inc.	36-3553198	Corporation	Delaware
Waste Management of Wisconsin, Inc.	39-0967466	Corporation	Wisconsin
Waste Management of Wyoming, Inc.	36-3828554	Corporation	Delaware
Waste Management Partners, Inc.	36-3220911	Corporation	Delaware
Waste Management Recycle Asia, L.L.C.	39-1977904	Limited Liability Company	Ohio
Waste Management Recycling and Disposal Services of California,	95-2370376	Corporation	California
Waste Management Recycling of New Jersey, L.L.C.	04-3735640	Limited Liability Company	Delaware
Waste Management Security, L.L.C.	43-1970495	Limited Liability Company	Delaware
Waste Management Service Center, Inc.	20-4017651	Corporation	Delaware
Waste Management, Inc.	73-1309529	Corporation	Delaware
Waste Management, Inc. of Tennessee	36-2935128	Corporation	Tennessee
Waste Resources of Tennessee, Inc.	54-0838353	Corporation	Tennessee
Waste Services of Kentucky, L.L.C.	94-3429202	Limited Liability Company	Delaware
Waste to Energy Holdings, Inc.	76-0652923	Corporation	Delaware
Waste to Energy I, LLC	02-0519035	Limited Liability Company	Delaware
Waste to Energy II, LLC	02-0519036	Limited Liability Company	Delaware
Wastech Inc.	93-0936732	Corporation	Nevada
WESI Baltimore Inc.	02-0357495	Corporation	Delaware
WESI Capital Inc.	36-3861933	Corporation	Delaware
WESI Peekskill Inc.	02-0363274	Corporation	Delaware
WESI Westchester Inc.	02-0360305	Corporation	Delaware
Westchester Resco Associates, L.P.	02-0367753	Limited Partnership	Delaware
Western One Land Corporation	76-0688224	Corporation	Delaware
Western Waste Industries	95-1946054	Corporation	California
Western Waste of Texas, L.L.C.	30-0239250	Limited Liability Company	Delaware
Wheelabrator Baltimore L.L.C.	36-4057301	Limited Liability Company	Delaware
Wheelabrator Baltimore, L.P.	36-4057307	Limited Partnership	Maryland
Wheelabrator Bridgeport, L.P.	36-4057309	Limited Partnership	Delaware
Wheelabrator Cedar Creek Inc.	02-0443870	Corporation	Delaware
Wheelabrator Chambers Inc.	26-3194113	Corporation	Delaware
Wheelabrator Claremont Company, L.P.	02-0390003	Limited Partnership	Delaware
Wheelabrator Claremont Inc.	20-4284300	Corporation	Delaware
Wheelabrator Concord Company, L.P.	02-0394017	Limited Partnership	Delaware
Wheelabrator Concord Inc.	02-0393450	Corporation	Delaware
Wheelabrator Connecticut Inc.	36-3908786	Corporation	Delaware
Wheelabrator Culm Services Inc.	02-0442574	Corporation	Delaware
Wheelabrator Environmental Systems Inc.	02-0412779	Corporation	Delaware
Wheelabrator Falls Inc.	04-3024782	Corporation	Delaware
Wheelabrator Frackville Energy Company Inc.	02-0393452	Corporation	Delaware
Wheelabrator Frackville Properties Inc.	04-3100742	Corporation	Delaware
Wheelabrator Fuel Services Inc.	02-0442576	Corporation	Delaware
Wheelabrator Gloucester Company, L.P.	02-0396724	Limited Partnership	New Jersey
Wheelabrator Gloucester Inc.	02-0391601	Corporation	Delaware
Wheelabrator Guam Inc.	36-3926262	Corporation	Delaware
Wheelabrator Hudson Falls L.L.C.	72-1541910	Limited Liability Company	Delaware
Wheelabrator Lassen Inc.	36-3926261	Corporation	Delaware
Wheelabrator Lisbon Inc.	61-1167063	Corporation	Delaware
Wheelabrator McKay Bay Inc.	36-3240315	Corporation	Florida
Wheelabrator Millbury Inc.	02-0412788	Corporation	Delaware
Wheelabrator Netherlands B.V.		Corporation	Netherlands

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Wheelabrator New Hampshire Inc.	02-0390002	Corporation	Delaware
Wheelabrator New Jersey Inc.	02-0391598	Corporation	Delaware
Wheelabrator NHC Inc.	02-0393448	Corporation	Delaware
Wheelabrator North Andover Inc.	36-3062971	Corporation	Delaware
Wheelabrator North Broward Inc.	04-3030218	Corporation	Delaware
Wheelabrator Norwalk Energy Company Inc.	02-0395269	Corporation	Delaware
Wheelabrator Penacook Inc.	02-0393449	Corporation	Delaware
Wheelabrator Pinellas Inc.	36-3110153	Corporation	Delaware
Wheelabrator Putnam Inc.	36-3908789	Corporation	Delaware
Wheelabrator Ridge Energy Inc.	36-3820153	Corporation	Delaware
Wheelabrator Saugus Inc.	13-2740971	Corporation	Delaware
Wheelabrator Saugus, J.V.	04-2530905	Joint Venture	Massachusetts
Wheelabrator Shasta Energy Company Inc.	02-0395274	Corporation	Delaware
Wheelabrator Sherman Energy Company, G.P.	02-0390349	General Partnership	Maine
Wheelabrator Sherman Station L.L.C.	76-0743287	Limited Liability Company	Delaware
Wheelabrator Sherman Station One Inc.	02-0390312	Corporation	Delaware
Wheelabrator South Broward Inc.	02-0410154	Corporation	Delaware
Wheelabrator Spokane Inc.	02-0416522	Corporation	Delaware
Wheelabrator Technologies Inc.	22-2678047	Corporation	Delaware
Wheelabrator Technologies International Inc.	36-3965264	Corporation	Delaware
Wheelabrator Westchester, L.P.	02-0367751	Limited Partnership	Delaware
White Lake Landfill, Inc.	38-1889893	Corporation	Michigan
Williams Landfill, L.L.C.	61-1342579	Limited Liability Company	Delaware
Willow Oak Landfill, LLC	20-1457518	Limited Liability Company	Georgia
WM Arizona Operations, L.L.C.	32-0112690	Limited Liability Company	Delaware
WM Conversion Energy, LLC	26-4040670	Limited Liability Company	Delaware
WM Emergency Employee Support Fund, Inc.	11-3758170	Not For Profit Corporation	Delaware
WM Energy Solutions, Inc.	76-0695139	Corporation	Delaware
WM Green Squad, LLC	26-1694369	Limited Liability Company	Delaware
WM GreenOps, LLC	26-4194066	Limited Liability Company	Delaware
WM GTL, Inc.	26-0294424	Corporation	Delaware
WM GTL, LLC	26-0294528	Limited Liability Company	Delaware
WM Healthcare Solutions, Inc.	20-3483524	Corporation	Delaware
WM Illinois Renewable Energy, L.L.C.	45-0512000	Limited Liability Company	Delaware
WM InEnTec Energy, LLC	26-4136359	Limited Liability Company	Delaware
WM International Holdings, Inc.	76-0607203	Corporation	Delaware
WM International Services (UK) Limited	NA-0000098	Corporation	England
WM LampTracker Holdings, Inc.	26-2669572	Corporation	Delaware
WM LampTracker, Inc.	26-0176250	Corporation	Delaware
WM Landfills of Ohio, Inc.	31-1509696	Corporation	Delaware
WM Landfills of Tennessee, Inc.	62-1462526	Corporation	Delaware
WM Leasing of Arizona, L.L.C.	20-4017719	Limited Liability Company	Delaware
WM Leasing of Texas, L.P.	20-4017724	Limited Partnership	Delaware
WM LNG, Inc.	26-2294125	Corporation	Delaware
WM Middle Tennessee Environmental Center, L.L.C.	26-1946982	Limited Liability Company	Delaware
WM Mobile Bay Environmental Center, Inc.	76-0638602	Corporation	Delaware
WM of Texas, L.L.C.	26-0428868	Limited Liability Company	Delaware
WM Organic Growth, Inc.	20-4677155	Corporation	Delaware
WM Pack-Rat of California, LLC	26-0380883	Limited Liability Company	Delaware
WM Pack-Rat of Illinois, LLC	26-0524082	Limited Liability Company	Delaware
WM Pack-Rat of Kentucky, LLC	26-2289448	Limited Liability Company	Delaware
WM Pack-Rat of Maryland, LLC	26-1411856	Limited Liability Company	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
WM Pack-Rat of Massachusetts, LLC	26-1411946	Limited Liability Company	Delaware
WM Pack-Rat of Michigan, LLC	26-2289484	Limited Liability Company	Delaware
WM Pack-Rat of Ohio, LLC	26-2289407	Limited Liability Company	Delaware
WM Pack-Rat of Rhode Island, LLC	26-1855760	Limited Liability Company	Delaware
WM Pack-Rat, LLC	26-0285281	Limited Liability Company	Delaware
WM Partnership Holdings, Inc.	36-3974344	Corporation	Delaware
WM Quebec Inc.	NA-0000041	Corporation	Canada
WM RA Canada Inc.	NA-0000172	Corporation	Ontario
WM Recycle America, L.L.C.	72-1541911	Limited Liability Company	Delaware
WM Recycle Europe, L.L.C.	20-0570245	Limited Liability Company	Delaware
WM Renewable Energy, L.L.C.	45-0511978	Limited Liability Company	Delaware
WM Resource Recovery & Recycling Center, Inc.	26-2289538	Corporation	Delaware
WM Resources, Inc.	25-1536159	Corporation	Pennsylvania
WM Safety Services, L.L.C.	20-3887188	Limited Liability Company	Delaware
WM Security Services, Inc.	20-3714754	Corporation	Delaware
WM Services SA	NA-0000108	Corporation	Argentina
WM Storage, Inc.	26-0285202	Corporation	Delaware
WM Texas Pack Rat, LLC	26-1442144	Limited Liability Company	Delaware
WM Trash Monitor Plus, L.L.C.	26-1436776	Limited Liability Company	Delaware
WM Universal Waste LampTracker 1, Inc.	26-2669639	Corporation	Delaware
WM Universal Waste LampTracker 2, Inc.	26-2748613	Corporation	Delaware
WMI Medical Services of Indiana, Inc.	35-1724992	Corporation	Indiana
WMI Mexico Holdings, Inc.	36-3912290	Corporation	Delaware
WMNA Container Recycling, L.L.C.	04-3735649	Limited Liability Company	Delaware
WMSALSA, Inc.	20-2580150	Not For Profit Corporation	Texas
WMST Illinois, L.L.C.	94-3423874	Limited Liability Company	Illinois
WTI Air Pollution Control Inc.	36-4110833	Corporation	Delaware
WTI Financial L.L.C.	20-0584237	Limited Liability Company	Delaware
WTI International Holdings Inc.	36-3908839	Corporation	Delaware
WTI Rust Holdings Inc.	02-0351425	Corporation	Delaware

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 610, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Julie S. Boucher, Heather Cook, Jennifer A. George, Susan D. Precourt, and Marcy Waterfall of Burlington, Vermont, Marc W. Boots, Richard Covington, Maria D. Zuniga, Mary Ann Garcia, P.T. Osburn, and Stephen R. Smith of Houston, Texas, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

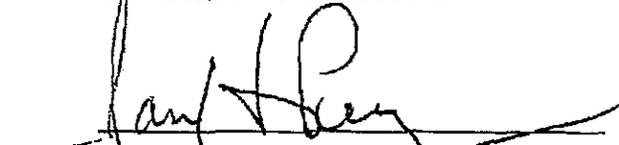
IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this

5th day of February, 2008, in Burlington, Vermont.

Witness:


Donna L. Meals
Secretary

**NATIONAL GUARANTY INSURANCE
COMPANY OF VERMONT**


James H. Perry
President

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation"), has constituted and appointed and does hereby constitute and appoint Marc W. Boots, Richard Covington, Mark W. Edwards II, Mary Ann Garcia, Vickie Lacy, P.T. Osburn, Stephen R. Smith and Maria D. Zuniga of McGriff, Seibels & Williams of Texas, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

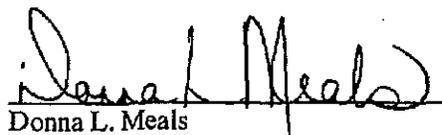
1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President, Finance and Treasurer, and its corporate seal to be hereto affixed this 5th day of February, 2008.

Witness:


Donna L. Meals

Director, Financial Assurance

Waste Management, Inc.



Cherie C. Rice

Vice President, Finance and Treasurer

Board Retreat, Agenda Item #18
December 13, 2010

Title:

Water and Sewer, Parks and Recreation and Killearn Lakes Interlocal Agreements with the City of Tallahassee

Staff:

Parwez Alam, County Administrator
Vince Long, Deputy County Administrator
Alan Rosenzweig, Assistant County Administrator
Tony Park, Director, Public Works

Issue Briefing: At the October 12, 2010 meeting, at the request of a citizen, the Board directed staff to provide a review regarding possibly terminating the Parks and Recreation Interlocal Agreement with the City of Tallahassee (Attachment #1).

Analysis: The County entered into a number of interlocal agreements with the City of Tallahassee in May 2005 (Attachment #2). These agreements addressed a series of issues including Solid Waste, Water/Sewer, Parks and Recreation, Killearn Lakes Sewer and Fire Services. The three agreements that are directly interrelated are the Parks and Recreation (Attachment #3), Water and Sewer (Attachment #4) and Killearn Lakes Sewer Agreements (Attachment #5).

Parks and Recreation Agreement

Major elements of the agreement are as follows:

- This agreement replaced the prior agreement executed in February 1996.
- The agreement's term is from October 2005 through September 2020.
- The agreement automatically renews in five year increments unless twenty-four months notice is given by either party.
- The City agrees to make full and complete access to current and future City parks and recreational facilities and programs available to residents of the unincorporated area ("non-city residents").
- Non-city residents will be charged the same rate as City residents for use of all facilities and program participation fees.
- Beginning in FY2007 the County began paying \$840,000 annually to the City with a 4.25% increase annually in the payment.
- The agreement was amended in February 2008 to address the bike trails associated with Tom Brown Park.

The component of this agreement that is connected to the Water and Sewer agreement reads as follows:

- The amounts set forth above shall be renegotiated, at the City's option, if the City surcharge on water and sewer outside its corporate limits is reduced below 50% for any reason other than voluntary action by the City, including but not limited to legislation or litigation. This Agreement shall terminate if the parties are not able to successfully renegotiate such amounts within 90 days following the effective date of any such reduction in the surcharge.

Florida Statutes 180.191 (Attachment #5) allows a municipal water and sewer provider to levy a surcharge of up to 50% on unincorporated residents without the approval of the County. The recognition of the surcharge authorized under Florida law in the Parks and Recreation agreement is intended to identify the nexus between the charge and a service being provided to the unincorporated area residents. The surcharge was also included in previous agreements (at 37.5%).

The City's FY2011 Budget reflects the surcharges generating \$1.579 million for water and \$852,000 for sewer.

Water and Sewer Agreement

Major elements of the agreement are as follows:

- Establishes the term of the agreement for 25 years terminating on September 30, 2030.
- States that the City shall not require annexation into the City as a condition for providing water and/or sewer service to any property in the franchise area.
- The agreement automatically renews in five year increments unless twenty-four months notice is given by either party.
- Grants the City a water and sewer franchise for the portions of the unincorporated area currently not served with the acknowledgement that certain portions of the area may require a comprehensive plan amendment prior to service being allowed.
- Establishes Target Water and Sewer Areas which are "areas in need of water/or sewer service due to the lack of proper utilities or the failure of utilities on which they were developed" and these areas will be prioritized for service. The three initial areas are Woodville, Harbinwood and Centerville Trace.
- Requires the City to establish a five year master plan which needs to be approved by the County.
- Requires the portion of the City's annual capital improvement program that relates to providing utility service to the unincorporated area is to be submitted annually to the Board.

- Develops specific criteria to determine when water or sewer service is deemed available for specific projects. When the criteria is not met, the County has the right to revoke the City's franchise for that specific area and the property owner shall be allowed to install potable wells and/or sewage systems or seek service from another provider.

The component of this agreement that is connected to the Parks and Recreation agreement reads as follows:

- The City may assess a surcharge of up to 50% on water and/or sewer services in accordance with Florida Statutes commencing no sooner than October 1, 2005. Upon termination of the Parks and Recreation Agreement entered into by and between the parties on May 10, 2005 the provisions of this section 4. paragraph c. shall expire.

Killearn Lakes Sewer Agreement

The major element of this agreement is to provide residents of the Killearn Lakes Plantation Subdivision Units 1 & 2 sewage collection for residents with failed septic systems. The same language regarding the Parks and Recreation fee and the 50% surcharge is include in this agreement as with the Water and Sewer agreement.

Summary of all Three Agreements

As noted above, if the Board terminates the Parks and Recreation agreement, then the surcharge element of the Water and Sewer and Killearn Lakes Sewer agreements are repealed. However, in accordance with Florida law, the City is still permitted to levy the surcharge independent of the agreement (Attachment #6).

Timeline:

- Parks and Recreation: The agreement's term is from October 2005 through September 2020. The agreement automatically renews in five year increments unless twenty-four months notice is given by either party.
- Water and Sewer: Establishes the term of the agreement for 25 years terminating on September 30, 2030. The agreement automatically renews in five year increments unless twenty-four months notice is given by either party.

Fiscal Impact: The Parks and Recreation agreement requires the County to pay the City \$1.032 million in FY2011. The 50% surcharge levied on water and sewer is estimated to provide the City \$2.431 million in FY2011. The surcharge is paid directly from the user to the City. As a result of this arrangement, the unincorporated area residents are allowed full use of all City parks facilities and allow the unincorporated area residents to participate in all recreation activities at fees equivalent to City residents.

Options:

1. Accept status report on the Water and Sewer, Parks and Recreation and Killearn Lakes Sewer Interlocal Agreements with the City of Tallahassee.
2. Do not accept status report on the Water and Sewer, Parks and Recreation and Killearn Lakes Sewer Interlocal Agreements with the City of Tallahassee.
3. Board Direction.

Recommendation:

Option #1

- Attachment #1: October 12, 2010 follow-up
- Attachment #2: May 2005 Agenda Item
- Attachment #3: Parks and Recreation Interlocal Agreement
- Attachment #4: Water and Sewer Interlocal Agreement
- Attachment #5: Killearn Lakes Sewer Interlocal Agreement
- Attachment #6: Florida Statute 180.191

17. First of Two Public Hearings of an Ordinance Modifying the Criteria Considered by the Board of Adjustment and Appeals When Reviewing Requests for Variances Pursuant to Sec. 10-2.347 and Adding an Attendance Requirement for Members of the Board of Adjustment and Appeals (County Attorney – Herb Thiele)
- **Commissioner Sauls moved, seconded by Commissioner Desloge, to approve Option #1: Conduct the first of two public hearings on an Ordinance modifying the criteria considered by the Board of Adjustment and Appeals when reviewing requests for variances pursuant to Sec. 10-2.347 and adding an attendance requirement for members of the Board of Adjustment and Appeals; and schedule the second public hearing on November 9, 2010 at 6:00 p.m.**

The motion passed 6-0, with Commissioner Proctor out of Chambers.

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

- Speaker: Curtis Baynes distributed a letter requesting the Board consider four issues at their Board Retreat:
 1. Terminate the County's franchise agreement with Waste Management; bid garbage collection for unincorporated areas.
 2. Terminate County's recreation agreement with the City; County residents in the unincorporated areas that have City utilities pay a surcharge for City recreation/park usage.
 3. Initiate the planning of constructing a central sewer system, rather than performance-based treatment systems throughout the Primary Springs Protection Zone (PSPZ) where density is sufficient (Munson Lake project and Woodville project area).
 4. Declare a building moratorium outside the Primary Springs Protection Zone until all areas outside the PSPZ develop the infrastructure to collect treat, and dispose of effluent. *
- Commissioner Rackleff asked the County Administrator what is the location for the Board Retreat. Mr. Alam responded that staff is looking at Goodwood. Commissioner Rackleff suggested scheduling the Retreat for Mission St. Luis.
- Commissioner Akinyemi asked what the process is for putting items on the Retreat agenda. The County Administrator stated that a Commissioner could request items be placed on the Retreat agenda. Commissioner Akinyemi requested that the four items from Mr. Baynes be placed on the Retreat agenda.

Staff: County Administration – Vincent Long/Alan Rosenzweig/Kim Dressel

** (Please refer to Commissioner Thael's Discussion Time, removing Issue #4 from the Retreat's agenda.)*

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

None.

Items from the County Administrator

- County Administrator Alam stated that a Workshop would be scheduled for December 14th on the City of Tallahassee's Updated Water and Sewer Master Plans.

Staff: County Administration/Agenda Coordinator – Vincent Long/Christine Coble

Follow-up to County Commission Meeting
October 12, 2010
Page 8

Commissioner Desloge

- **Commissioner Desloge moved, seconded by Commissioner Dailey, to appropriate \$1,000 from his Commissioner account to Village Square ("town hall meetings").**

The motion passed 7-0.

Staff: OMB – Alan Rosenzweig/Scott Ross

Commissioner Akinyemi

- Stated that he wanted to make distinction on Mr. Baynes' letter's item #3 regarding central sewer systems that the Board consider both a central sewer system and performance-based system.

Commissioner Thael

- **Without objection, requested that an agenda item regarding the County work with the Bradfordville Blues Club on finding an easement to place a Blues Society historical trail marker.**

Staff: Public Works/Engineering – Alan Rosenzweig/Tony Park/Joe Brown

- **Without objection, requested an agenda item regarding the scheduling of pavement of Old Centerville Road past the point where County has already paved. Commissioners Rackleff and Desloge expressed concern regarding original Agreement regarding this issue and possible "push back" from property owners who prefer dirt roads.**

Staff: Public Works/Operations – Alan Rosenzweig/Tony Park/Dale Walker

- Requested clarification and stated his opposition to the Board regarding considering a building moratorium in Leon County.
 - County Administrator Alam asked whether the Board wanted to remove Item #2 from the Retreat agenda.
 - Commissioner Thael does not support ending Recreation Agreement but would like to look at merits of surcharge and Agreement and suggested that maybe Mayor/Chair address.
 - Commissioner Desloge requested staff provide information on the Agreement and how the money flows from County to City at the Retreat.

Staff: County Administration/OMB- Alan Rosenzweig/Scott Ross

- **Commissioner Thael moved, seconded by Commissioner Sauls, to remove Item #4 (Mr. Baynes' letter) from the Retreat discussion.**

The motion passed 7-0.

Staff: County Administration – Vincent Long/Alan Rosenzweig/Kim Dressel



Board of County Commissioners Agenda Request 25

Date of Meeting: May 10, 2005

Date Submitted: May 4, 2005

To: Honorable Chairman and Members of the Board
From: Parvez Alam, County Administrator
Herbert W. A. Thiele, Esq., County Attorney
Alan Rosenzweig, Director, Office of Management & Budget
Subject: Approval of Interlocal Agreements with the City of Tallahassee

Statement of Issue:

In accordance with the Memorandum of Agreement dated March 23, 2005 and subsequently ratified by the Board of County Commissioners on April 12, 2005, approve all of the Interlocal Agreements with the City of Tallahassee relating to Fire Services, Parks and Recreation, Advanced Life Support, Transfer Station, Killearn Lakes Units I & II Sewer Service and Water/Sewer Franchise (Attachments #1 through #6).

Background:

At the April 12, 2005 meeting, the Board approved a Memorandum of Agreement negotiated between Commissioner Thael and Commissioner Katz (Attachment #7). The Agreement addresses numerous issues: Killearn Lakes Units I & II Sewer Service, Fire Services, Parks and Recreation, Advanced Life Support, the Transfer Station and Water/Sewer Franchise. The Board directed staff to proceed with finalizing specific agreements with the City.

Analysis:

Subsequent to Board direction given at the April 12, 2005 meeting, County and City staffs have proceeded to develop a number of Interlocal Agreements implementing the Memorandum of Agreement. The following provides a summary of each of the Agreements. *For complete details, please see the appropriate attachment.*

Attachment #1: Parks and Recreation Agreement

- Creates a new 15 year Parks and Recreation Agreement effective October 1, 2005; allows for automatic 5 year renewals with 24 month opt-out provisions.
- Ensures all residents of Leon County and the City of Tallahassee will pay the same fees for all City recreation programming and facility usage.
- Establishes an additional payment of \$200,000 from the County for a total payment of \$840,000 for the next two fiscal years, with an increase of 4.25% annually thereafter.
- Authorizes the City to increase the surcharge on water and sewer from 37.5% up to 50% to offset the cost of Parks and Recreation. In accordance with Florida Law, the City is allowed a 50% surcharge without County consent.
- Includes dispute resolution provisions consistent with other City/County Interlocal Agreements.

Attachment #2: First Amendment to Agreement Providing for Advanced Life Support Services

- Extends the term of the agreement by six months.

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Attachment #3: Fire Services Agreement Amendment #5:

- Extends the term of the agreement by six months.
- Increases County's annual payment by \$1.0 million for balance of agreement.
- Includes dispute resolution provisions consistent with other City/County Interlocal Agreements.

Attachment #4: First Amendment to Agreement relating to the Transfer Station:

- Eliminates the rate cap associated with the Operating Fee.
- Eliminates the rate cap associated with the Household Hazardous Waste Program.
- Ensures that the County's solid waste reserves are continued to be used for rate stabilization or any other lawful purpose.

Attachment #5: Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 & 2:

- The County will develop a sewage collection system in the subdivision.
- The County will convey ownership to the City and the City will be responsible for perpetual operation and maintenance of the collection system.
- The County will impose and collect the City's Readiness to Serve Charges via special assessment.
- The City will provide financing to individual homeowners for costs for connection at a rate no higher than charged to any other City customer.
- Any failed septic system will be required to connect to the system.
- Any resident desiring to connect to the sewer system can do so at any time that service is available and that no resident will be required to connect (unless as noted above).
- The City will waive the tap-fee for all residents that connect during the first two years the system is operational.
- Includes dispute resolution provisions consistent with other City/County Interlocal Agreements.

Attachment #6: Water and Sewer Agreement:

- Establishes the term of the agreement for 25 years with 5 year renewals.
- Grants the City a water and sewer franchise for the portions of the unincorporated area currently not served with the acknowledgement that certain portions of the area may require a comprehensive plan amendment prior to service being allowed.
- Establishes Target Water and Sewer Areas which are "areas in need of water/or sewer service due to the lack of proper utilities or the failure of utilities on which they were developed" and these areas will be prioritized for service. Exhibit A to the agreement reflects the proposed initial Target Areas to be Woodville, Harbinwood and Centerville Trace.
- Allows the City to levy a 50% surcharge for a period consistent with the Parks and Recreation Agreement (15 years).
- Requires the City to establish a five year master plan which needs to be approved by the County. Requires an annual capital improvement program to be submitted annually.
- Develops specific criteria to determine when water or sewer service is deemed available for specific projects. When the criteria is not met, the County has the right to revoke the City's franchise for that specific development area and the property owner shall be allowed to install potable wells and/or septic sewage systems or seek service from another provider.
- Includes dispute resolution provisions consistent with other City/County Interlocal Agreements.

As part of the negotiation process, all of the agreements need to be approved for any of the agreements to

become effective.

Options:

1. Approve all of the following Interlocal Agreements with the City of Tallahassee:
 - Approve the proposed Parks and Recreation Agreement (Attachment #1).
 - Approve the proposed First Amendment to Agreement Providing for Advanced Life Support Services (Attachment #2).
 - Approve the proposed Fire Services Agreement Amendment #5 (Attachment #3).
 - Approve the proposed First Amendment to Agreement relating to the Transfer Station (Attachment #4).
 - Approve the Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 & 2 (Attachment #5).
 - Approve the Water and Sewer Agreement (Attachment #6).
2. Do not approve the Interlocal Agreements with the City of Tallahassee.
3. Board Direction

Recommendation:

Option #1

Attachments:

1. Parks and Recreation Agreement
2. First Amendment to Agreement Providing for Advanced Life Support Services
3. Fire Services Agreement Amendment #5
4. First Amendment to Agreement relating to the Transfer Station
5. Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 & 2
6. Water and Sewer Agreement
7. Memorandum of Agreement

PARKS AND RECREATION AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of May, 2005, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the City and County wish to enter into a new agreement that will ensure that quality parks and recreation services will continue to be provided to all residents of Leon County in an effective and efficient manner; and

WHEREAS, in accordance with the Water and Sewer Agreement the County has permitted the City to increase the permissible surcharge on water and sewer service to 50% pursuant to Florida Statutes.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

1. **Term**. The Term of this Agreement shall commence on October 1, 2005 and shall continue until September 30, 2020, unless earlier terminated pursuant to the terms of this Agreement. This Agreement shall be extended automatically for an unlimited number of additional five (5) year periods unless written notice is provided by either party at least twenty-four (24) months prior to the end of the original or any extended agreement period. The Parks and Recreation Agreement between the Parties dated February 19, 1996 is hereby terminated effective September 30, 2005.
2. **Access to Parks and Recreational Facilities**. The City agrees to make full and complete access to current and future City parks and recreational facilities and programs available to residents of the unincorporated area of Leon County ("Non-City Residents").
3. **Tom Brown and Capital Park**. The City will continue to maintain and operate Tom Brown Park and Capital Park.
4. **Facility and Participation Fees**. Non-City Residents will be charged the same rate as City Residents for use of all facilities and program participation fees.
5. **Payment for Services**. The County shall pay to the City, in quarterly installments in arrears, the following amounts:
 - a. Fiscal Year 2006 (Oct. 1, 2005 - Sept. 30, 2006): \$840,000
 - b. Fiscal Year 2007 (Oct. 1, 2006 - Sept. 30, 2007): \$840,000
 - c. Fiscal Year 2008 through Fiscal Year 2020: An additional 4.25% annually.

The amounts set forth above shall be renegotiated, at the City's option, if the City surcharge on water and sewer services outside its corporate limits is reduced below 50% for any reason other than voluntary action by the City, including but not limited to legislation or litigation. This Agreement shall terminate if the parties are not able to successfully renegotiate such amounts within 90 days following the effective date of any such reduction in the surcharge.

6. Termination. If either Party fails to comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail, within thirty (30) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, forthwith terminate this Agreement after Section 7 provisions have been complied with.

7. Dispute Resolution.

a. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process, is hereby encompassed within Section 7. 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 resolution, hereinafter referred to as the "Dispute Notice".

b. The appropriate City and County department heads shall meet at the earliest opportunity, but in any event within 10 days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the City Manager and the County Administrator.

c. If the department heads are unable to reconcile the dispute, they shall report their impasse to the City Manager and the County Administrator who shall then convene a meeting at their earliest opportunity, but in any event within 20 days following receipt of the Dispute Notice, to attempt to reconcile the dispute.

d. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(c), Florida Rules for Mediators, and shall be selected by the Parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

e. If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually

agreed upon by the Parties, then such dispute may be referred to binding arbitration by either Party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

f. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), of a written demand therefor containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.

g. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government or parks and recreation issues.

h. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48, of the Commercial Arbitration Rules of the American Arbitration Association.

8. Indemnification

To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Parties do not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all liabilities, damages, costs and expenses, resulting from or arising out of any acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to this Agreement.

9. General Provisions.

a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

b. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

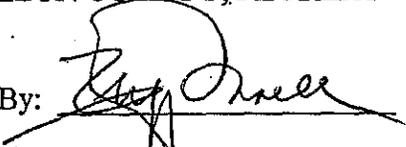
- c. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.
- d. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
- e. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.
- f. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superceded by this Agreement.
- g. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- h. Ambiguity. This Agreement has been negotiated by the Parties with the advise of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.
- i. Public Bodies. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.
- j. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.
- k. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorneys fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

1. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

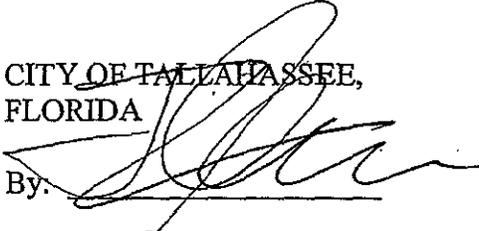
m. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

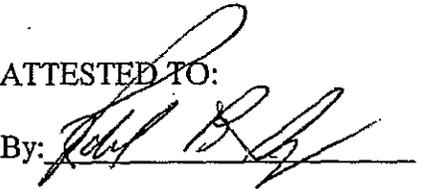
IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Parks and Recreation Agreement as of the date first written above.

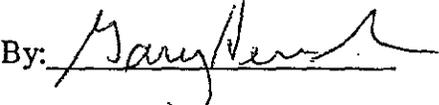
LEON COUNTY, FLORIDA

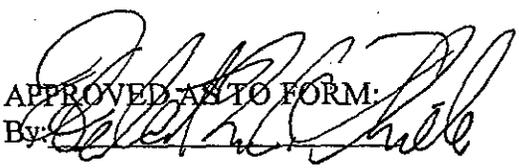
By: 
CLIFF THAELL, Chairman
of the Board of County Commissioners

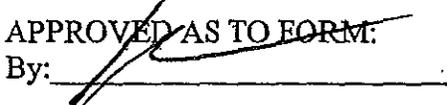
CITY OF TALLAHASSEE,
FLORIDA

By: 
JOHN R. MARKS, III, Mayor
of the City of Tallahassee

ATTESTED TO:
By: 
ROBERT B. INZER, Clerk
Leon County, Florida

ATTESTED TO:
By: 
GARY HERNDON
City Treasurer-Clerk

APPROVED AS TO FORM:
By: 
HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

APPROVED AS TO FORM:
By: 
JAMES R. ENGLISH, Esq.
CITY ATTORNEY

WATER AND SEWER AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of May, 2005, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the County has determined that it will be the sole local governmental entity to authorize the planning, construction and operation of water systems and sewage disposal systems within the unincorporated area of the County and will provide such services when it deems it appropriate; and

WHEREAS, the County has specifically determined that it is in the best interest of the citizens of the County if the City is granted an exclusive water and sewer franchise to serve all of that part of the County that is not currently served by other water and sewer providers, with conditions thereon; and

WHEREAS, the City, by accepting an exclusive water and sewer franchise pursuant to this Agreement, does not waive or relinquish any rights to which it is entitled under Florida Statutes, Chapter 180; and

WHEREAS, the County recognizes that, until such time as the City has its countywide system in place, there are areas of the County that cannot reasonably, efficiently and economically be served by the City and that other water and sewer providers may be able to provide the necessary service and, accordingly, upon notice from the City that the City cannot serve the area, the County will revoke the City's exclusive franchise for any specific geographic area and grant a franchise to another water and/or sewer provider so that the needs of the citizens of the County will be met.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

Section 1. Term. The Term of this Agreement shall commence upon full execution hereof and shall continue until September 30, 2030, unless earlier terminated pursuant to the terms of this Agreement. This Agreement shall be extended automatically for an unlimited number of additional five (5) year periods unless written notice is provided by either party at least twenty-four (24) months prior to the end of the original or any extended agreement period.

Section 2. Franchise.

a. The County does hereby grant unto the City, and the City hereby accepts, an exclusive franchise to provide water service to all properties located within the County that are not located within an existing or applied for water franchise area at the time this Agreement becomes effective. Exhibit A identifies all existing water and sewer utility franchise areas at the

time of execution of this Agreement and is attached hereto and incorporated as if fully set forth herein. Further, the County does hereby grant unto the City, and the City does hereby accept, an exclusive franchise to provide sewer service to all properties located within the County that are not located within an existing or applied for sewer franchise at the time this Agreement becomes effective. Both the sewer and water service franchises granted herein shall be subject to and contingent upon the terms and conditions contained in this Agreement.

b. Portions of the sewer franchise granted herein are subject to the Tallahassee-Leon County Comprehensive Plan restrictions prohibiting the installation of municipal sewers. The City shall not be obligated to provide service in these areas until such time as amendments are made to the Tallahassee-Leon County Comprehensive Plan, which shall have the effect of partially or completely removing those restrictions.

Section 3. Target Water and Sewer Service Areas.

a. The City and County agree that, within the franchise area granted herein there are specific geographic areas, the Woodville Community, Centerville Trace Subdivision and Harbinwood Subdivisions, hereinafter referred to as Target Areas. It is agreed that these Target Areas are in need of water and/or sewer service due to the lack of proper utilities or the failure of utilities on which they were developed and that these Target Areas will be prioritized for the provision of water and/or sewer services.

b. Target Areas have been identified by the City and County and are attached hereto and incorporated as if fully set forth herein as Exhibit A. Target Areas will be updated annually by the County no later than December 1 of the preceding fiscal year prior to anticipated action by the City.

c. The City and County agree that, at the time that a Target Area is to be provided with water and/or sewer service by others, the City and County will enter into a Target Area Implementation Agreement. Said Implementation Agreement will specify the rights and responsibilities of each party in the provision of the utility service to the Target Area and the terms and conditions of service. The County agrees that the City is not obligated to participate in the development and construction of the water distribution or sewer collection system within the Target Area. The City agrees to provide some or all of the conveyance to or from the Target Area subject to the Implementation Agreement.

d. The City agrees that it will maintain or plan for treatment and disposal capacity to serve the identified Target Areas.

Section 4. Rights and responsibilities of City.

a. The City is responsible for providing water and/or sewer service to all properties located within the franchise area except as provided in this Agreement. City water and/or sewer service to existing developed properties within the franchise area shall be determined on the basis of a site specific evaluation by the City that includes cost feasibility, availability of easements, and other pertinent factors in a manner similar to that used within the City limits.

b. All City policies, standards, procedures, regulations, rates, fees, and charges for water and sewer services shall be the same, inside and outside City's corporate limits, with the exception of the rebate policy, and as provided herein. City shall have the exclusive right to manage and operate its water and sewer system in the unincorporated area except as limited by this Agreement.

c. The City may assess a surcharge of up to 50% on water and/or sewer services in accordance with Florida Statutes commencing no sooner than October 1, 2005. Upon termination of the Parks and Recreation Agreement entered into by and between the parties on May 10, 2005 the provisions of this Section 4. paragraph c. shall expire.

d. The City shall not require annexation into the City as a condition for providing water and/or sewer service to any property in the franchise area.

e. The City's rights to require connection of existing properties shall be as prescribed in applicable statutes and codes. This agreement does not add to or detract from those rights.

Section 5. Annual Review of Long Range Master Plan.

a. The City shall, within 18 months of the effective date of this agreement, develop and maintain a long range master plan for the provision of water and sewer service within the franchise area granted herein. Said master plans shall be approved by the County and shall be updated and submitted for County approval every five years.

b. The County shall have the right to provide input to the City's budget process concerning priorities for water and sewer projects in the County. Such input shall be provided no later than December 1 of the preceding fiscal year. The City shall submit no later than June 1 the proposed City five-year capital improvement plan (CIP) for water and sewer projects in the County for annual review and approval by the County. City shall submit no later than October 20 to the County the final approved City CIP for water and sewer projects in the County. The CIP shall be based upon the approved long range master plans described above.

Section 6. Determination of City Sewer Service Availability for New Development

a. City sewer service shall be considered available to new developments which require site and development plan approval or issuance of a development order if it is capable of being connected to by the plumbing of a development, establishment or residence which has adequate permitted capacity to accept the sewage to be generated by the development, establishment or residence; and

1. All references to lots in this section are to developments having an average lot size of 2 acres in area or less.

2. For a new development on an existing parcel which has an estimated sewage flow of 1,000 gallons per day or less, a gravity sewer line to maintain gravity

flow from the property's drain to the sewer line, or a low pressure or vacuum sewage collection line in those areas approved for low pressure or vacuum sewage collection exists in a public easement or right-of-way within 100 feet of the property line of the lot, residence, or establishment.

3. For a new development on an existing parcel which has an estimated sewage flow exceeding 1,000 gallons per day, a point of connection to a sewer line exists in a public easement or right-of-way that abuts the property of the establishment or is within 400 feet of the property line of the establishment as accessed via existing rights-of-way or easements.

4. For residential subdivisions with 10 lots or less, and for commercial subdivisions with less than 5 lots, a point of connection to a sewer line exists within 400 feet of the development as measured and accessed via existing easements or rights-of-way.

5. For residential subdivisions with 11-20 lots, a point of connection to a sewer main exists within 800 feet of the development as measured and accessed via existing easements and rights-of-way.

6. For residential subdivisions with greater than 20 lots and for commercial subdivisions with 5 or more lots, a point of connection to a sewer main exists within 1200 feet of the development as measured and accessed via existing easements and rights-of-way.

b. The determination of availability of sewer for any new development shall be made based upon existing conditions at the time of the first Site Development Plan review meeting, as defined under Chapter 10, Leon County Code of Laws, except that the City reserves the right to extend its sewer system at its cost to make sewer available in accordance with the availability criteria set forth herein to existing and developing parcels within six months after the issuance of a site plan approval or development order as may be applicable to the new development.

c. When the City sewer system is available within the respective distances specified above, the property owner will be responsible for extending to the sewer main the remaining distance to their property and also for installing any on-site sewer collection system.

d. If the City Manager and the County Administrator or their designees agree that the connection of a development to City sewer is not economically feasible, regardless of the criteria defined herein, said service shall be determined to be not available.

e. The City reserves the right to develop agreements with property owners and developers to make service available within time frames and at locations that vary from these criteria subject to mutual agreement between City and developer.

Section 7. Determination of City Water Service Availability for New Development

a. City water service shall be considered available to new developments which require site and development plan approval or issuance of a development order if it is capable of being connected to the plumbing of a development, establishment or residence and has adequate permitted capacity and pressure to supply water to the development, establishment or residence; and

1. All references to lots in this section are to developments having an average lot size of 2 acres in area or less.

2. For a new development on an existing parcel a water main exists in a public easement or right-of-way within 200 feet of the property line of the lot, residence, or establishment.

3. For residential subdivisions with 10 lots or less, and for commercial subdivisions with less than 5 lots, a point of connection to a water line exists within 400 feet of the development as measured and accessed via existing easements or rights-of-way.

4. For residential subdivisions with 11-20 lots, a point of connection to a water main exists within 800 feet of the development as measured and accessed via existing easements and rights-of-way.

5. For residential subdivisions with 20 or more lots, for commercial subdivisions with 5 lots or more, a water system exists within 1200 feet of the development as measured and accessed via existing easements or rights-of-way.

b. The determination of availability of water for any new development shall be made based upon existing conditions at the time of the first Site Development Plan review meeting, as defined under Chapter 10, Leon County Code of Laws, except that the City reserves the right to extend its water system at its cost to make water available in accordance with the availability criteria set forth herein to existing and developing parcels within six months after the issuance of a site plan approval or development order as may be applicable to the new development.

c. When the City water system is available within the respective distances specified above, the property owner will be responsible for extending the water main the remaining distance to their property and also for installing any on-site water distribution system.

d. If the City Manager and the County Administrator or their designees agree that the connection of a development to City water is not economically feasible, regardless of the criteria defined herein, said service shall be determined to be not available.

e. The City reserves the right to develop agreements with property owners and developers to make service available within time frames and at locations that vary from these criteria subject to mutual agreement between City and developer.

Section 8. When City Service is not Available for New Development

a. City shall provide written notification to the County and the property owner within 14 days after the first formal review of the proposed site plan. Said notification shall advise whether service is or is not available, and shall describe the conditions which qualify it as being available. Upon notification that service is not available, property owner shall be allowed to install potable water wells and/or septic sewage systems in accordance with applicable County Codes of Law, or to seek services from another water and/or sewer service provider.

b. If City Service is not available as per notification received by the County described in Paragraph a above, County may, in accordance with Leon County Code and the provisions of this agreement, revoke the franchise for the geographic area in question and grant water and/or sewer franchises to other providers.

Section 9. Standards for Construction and Operation.

a. The City water and sewer construction standards, as they exist or may be modified, shall apply to all City water and sewer franchise area.

b. Standards for the design and construction of water and sewer systems by providers other than City shall be at least equal to those of City. Such standards for water systems shall include minimum requirements for water main sizes, fire hydrant distribution, and flow capacities to provide adequate fire protection.

c. State and Federal regulations relative to the construction and operation of water and sewer facilities shall be adhered to by all utility providers in Leon County.

d. County standards and permit procedures must be adhered to by City and all franchise holders for any water and/or sewer construction that impacts County maintained facilities such as roads or drainage facilities.

Section 10. Termination. If either Party fails to comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail, within ninety (90) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, forthwith terminate this Agreement after Section 11 provisions have been complied with. Upon termination, geographic areas physically served shall be converted into specific water and/or sewer franchises.

Section 11. Dispute Resolution.

a. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Section. The provisions of the "Florida Governmental

Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process, is hereby encompassed within Section 11. 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 resolution, hereinafter referred to as the "Dispute Notice".

b. The appropriate City and County department heads shall meet at the earliest opportunity, but in any event within 10 days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the City Manager and the County Administrator.

c. If the department heads are unable to reconcile the dispute, they shall report their impasse to the City Manager and the County Administrator who shall then communicate at their earliest opportunity regarding the dispute, but in any event within 20 days following receipt of the Dispute Notice, to attempt to reconcile the dispute.

d. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(c), Florida Rules for Mediators, and shall be selected by the Parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

e. If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then such dispute may be referred to binding arbitration by either Party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

f. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), of a written demand therefor containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.

g. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer

and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government and/or utility issues.

The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48, of the Commercial Arbitration Rules of the American Arbitration Association.

Section 12. Indemnification

To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Parties do not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all liabilities, damages, costs and expenses, resulting from or arising out of any acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to this Agreement.

Section 13. General Provisions.

a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

b. Waiver: Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

c. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

d. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

e. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

f. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superceded by this Agreement.

g. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

h. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

i. Public Bodies. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

j. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

k. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorneys fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

l. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

m. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be dealt with as a dispute under this Agreement.

n. Exceptions to Agreement. All provisions of Chapter 18, of the Leon County Code of Laws, not in conflict with the provisions herein, shall remain in full force and effect. All provisions of the City of Tallahassee Code, particularly Chapter 21 not in conflict with the provisions herein, shall remain in full force and effect. The Water and Sewer Agreement entered into by and between Leon County and the City February 11, 1993 shall be cancelled as of the effective date of this agreement and shall have no effect upon the terms and conditions of this Agreement, nor the Franchise granted herein.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Water and Sewer Agreement as of the date first written above.

LEON COUNTY, FLORIDA

By: Cliff Thaxell
CLIFF THAXELL, Chairman
of the Board of County Commissioners

ATTESTED TO:

By: Robert B. Inzer
ROBERT B. INZER, Clerk
Leon County, Florida

APPROVED AS TO FORM:

By: Herbert W.A. Thiele
HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

CITY OF TALLAHASSEE,
FLORIDA

By: John R. Marks, III
JOHN R. MARKS, III, Mayor
of the City of Tallahassee

ATTESTED TO:

By: Gary Herndon
GARY HERNDON
City Treasurer-Clerk

APPROVED AS TO FORM:

By: James R. English
JAMES R. ENGLISH, Esq.
CITY ATTORNEY

COMMISSIONER
 WILLIAMS PROCTOR, JR.
 DISTRICT 1
 JAMES S. SALES
 DISTRICT 2
 DAN W. HANCOCKER
 DISTRICT 3
 TONY GRISPA
 DISTRICT 4
 BOB BACKLUSKY
 DISTRICT 5
 CLYFF THIBELL
 A-LARGE
 EDUSKY
 A-LARGE



ADMINISTRATOR
 COUNTY ADMINISTRATOR
 TONY W. FAYE
 PUBLIC WORKS DIRECTOR

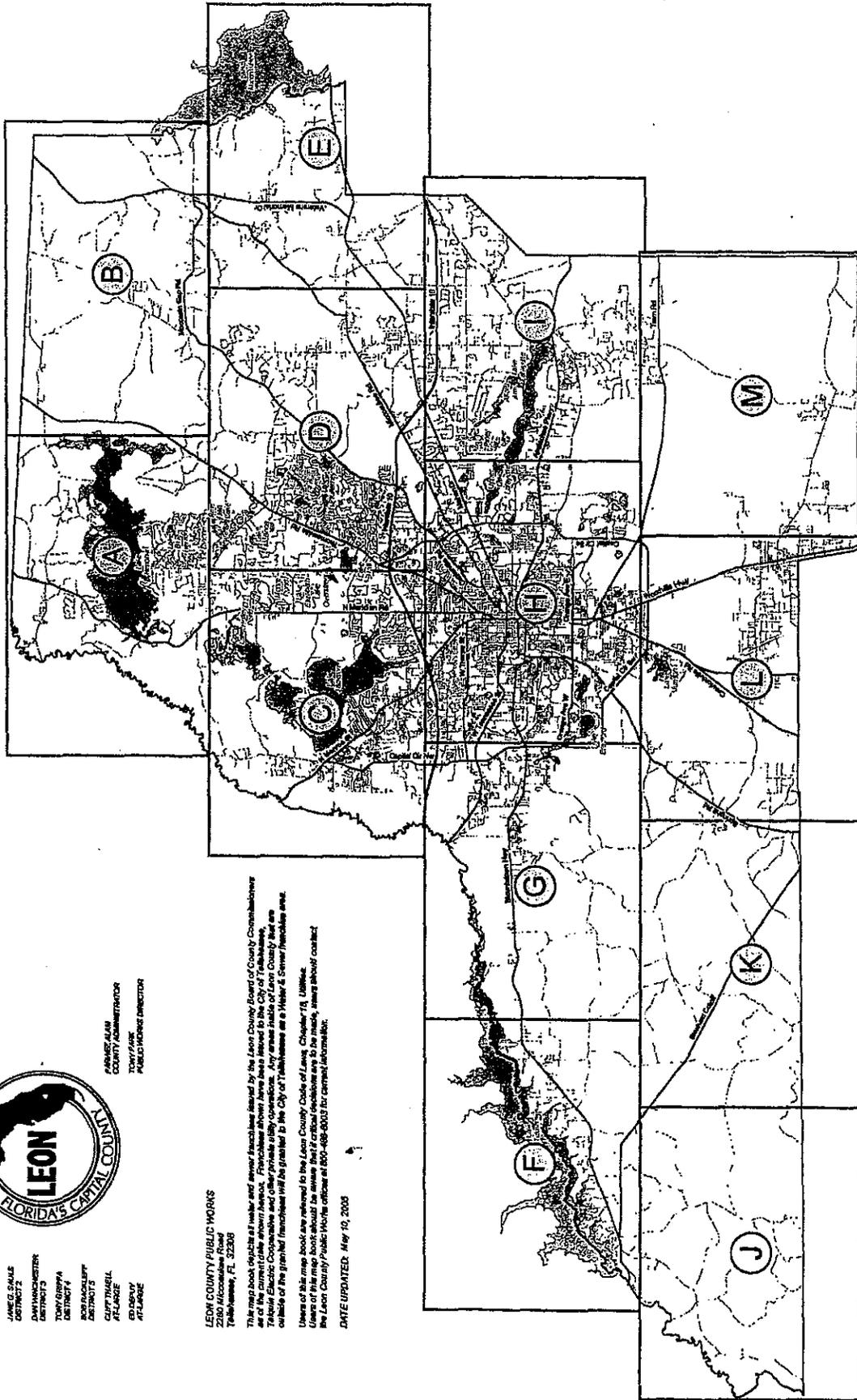
LEON COUNTY PUBLIC WORKS
 2200 Macintosh Road
 Tallahassee, FL 32306

This map book depicts all water and sewer franchise areas in Leon County. Franchise areas shown have been listed to the City of Tallahassee, Tallahassee Electric Corporation and other public utility companies. Any areas shown in Leon County that are outside of the franchise areas are shown in the City of Tallahassee as a Water & Sewer Franchise area.

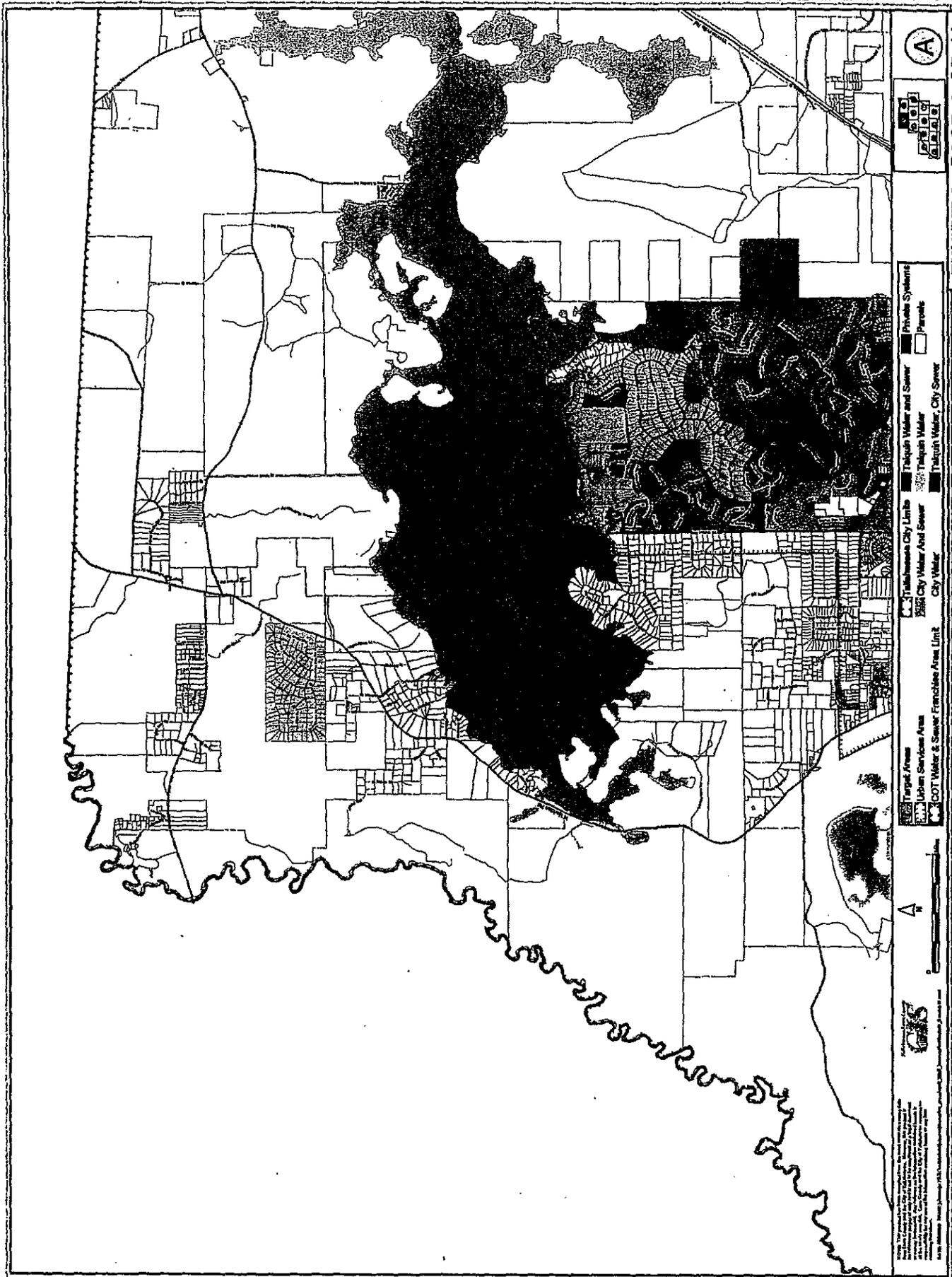
Users of this map book are referred to the Leon County Code of Laws, Chapter 15, Utilities.

Users of this map book should be aware that critical decisions are to be made, users should contact the Leon County Public Works office at 850-488-8003 for critical information.

DATE UPDATED: May 10, 2009



Water & Sewer Utility Franchise Areas and Target Areas



(A)

City of
Tulsa
City Limits

- Target Area
- Urban Service Area
- COG Water & Sewer Franchise Area Limit
- City Water
- City Sewer
- Tulsa City Water and Sewer
- Tulsa City Water
- Tulsa City Sewer
- Private Systems
- Parcels

North Arrow

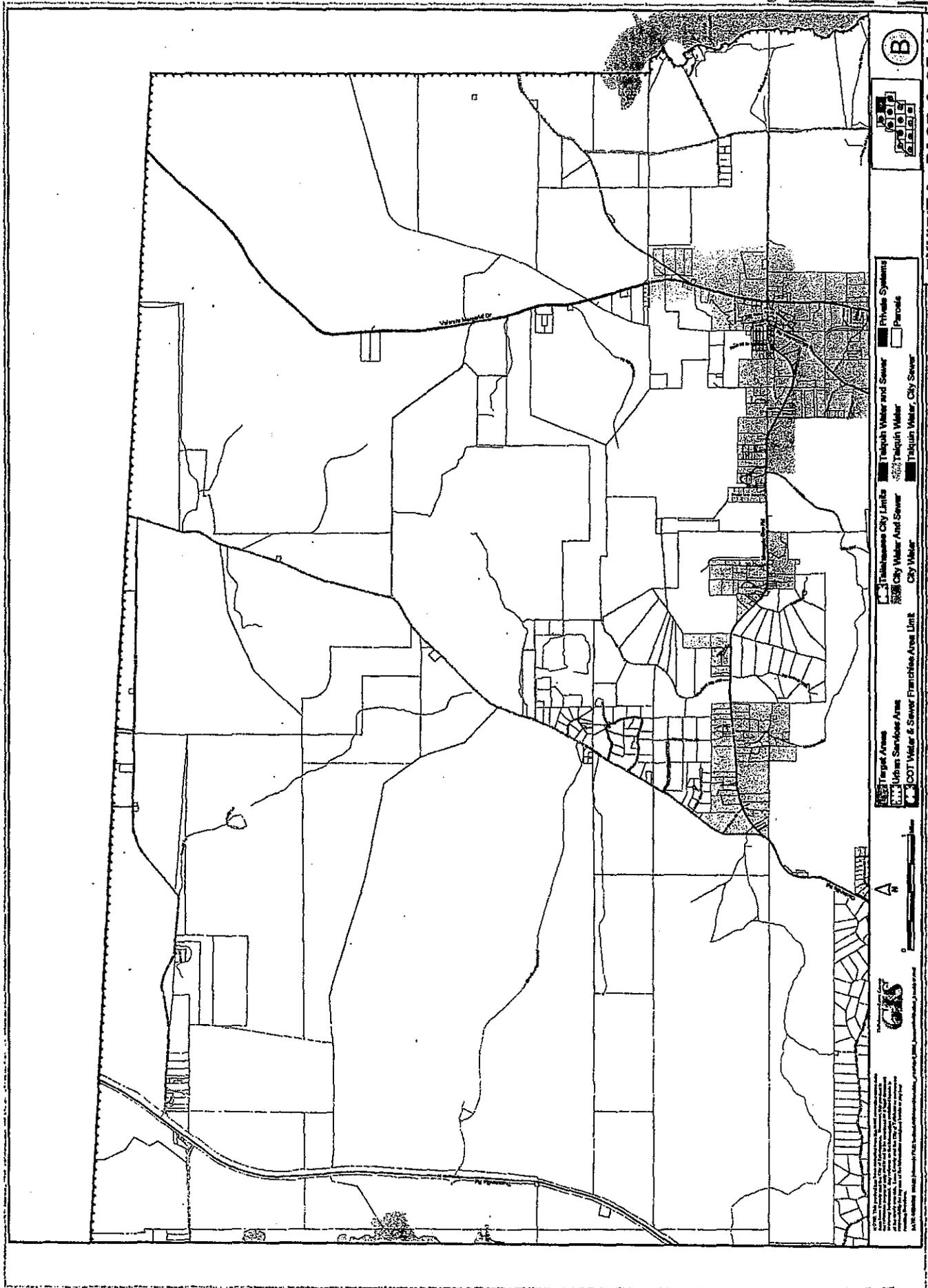
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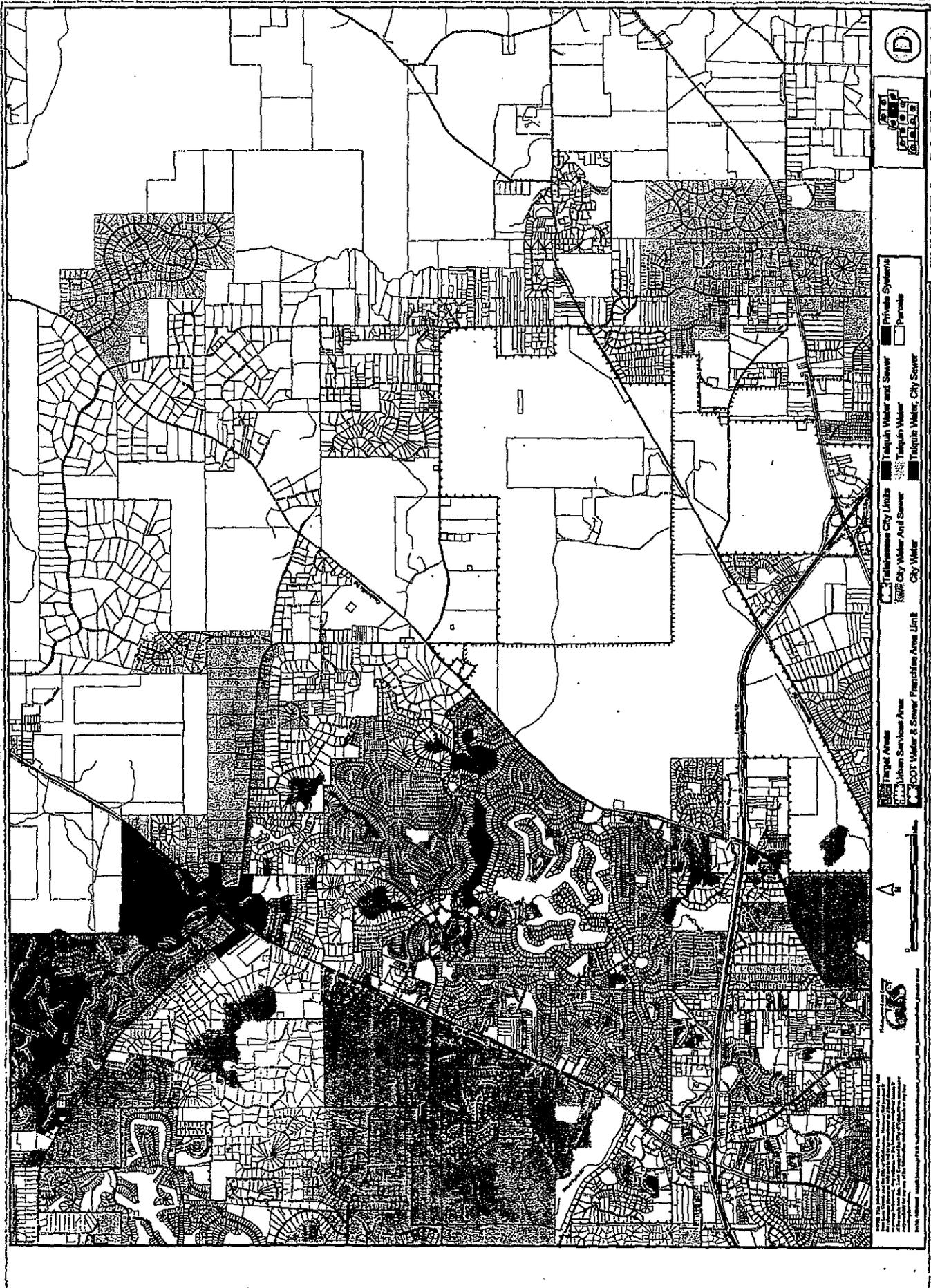
EXHIBIT A: PAGE 2 OF 14

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EXHIBIT A: PAGE 3 OF 14





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City of Tahquamenon

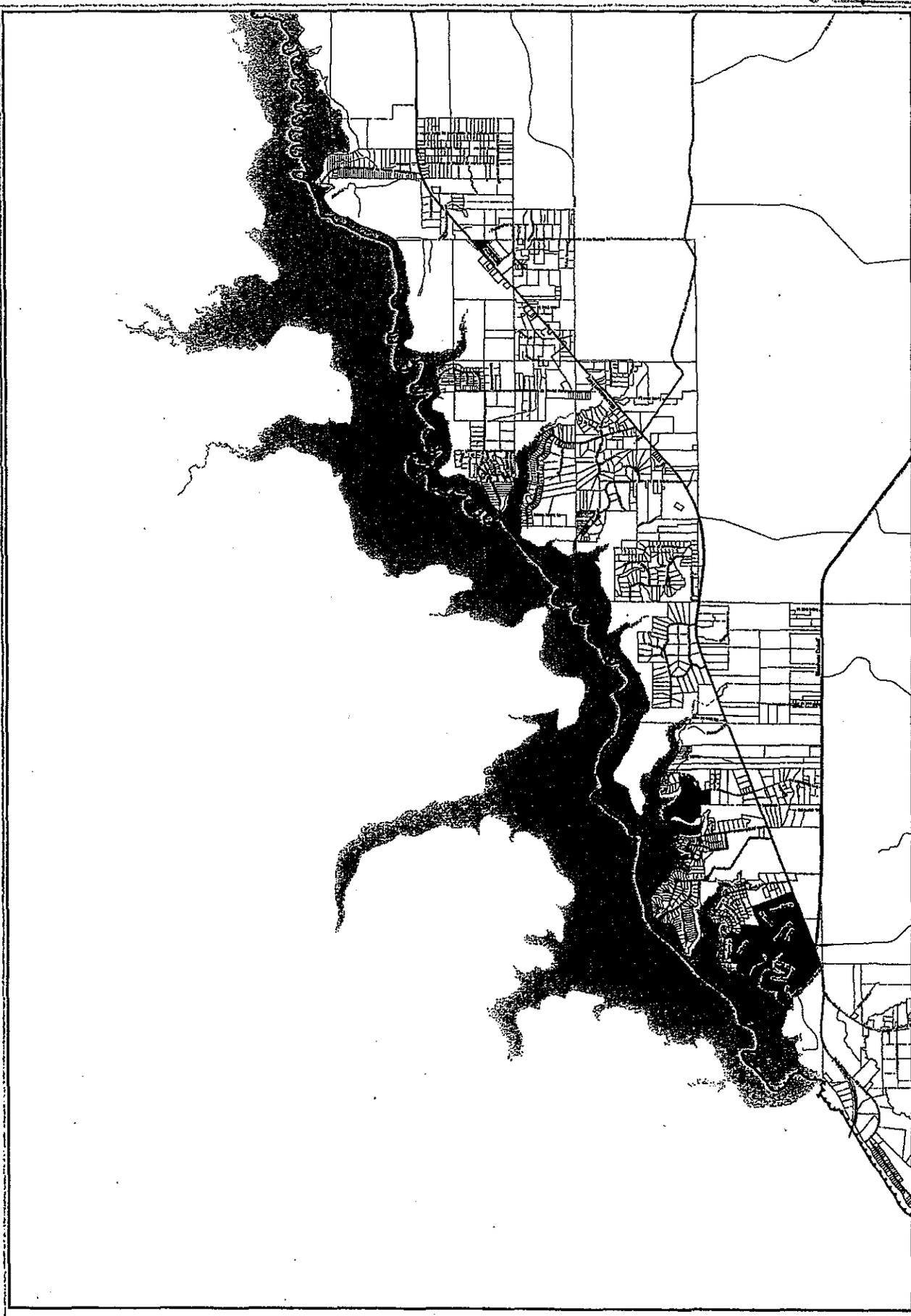
Private Systems
Highway Water and Sewer
Tahquamenon City Limits
City Water
City Sewer

Target Areas
Urban Service Area
COOT Water & Sewer Franchise Area Limit

A

G&S

EXHIBIT A: PAGE 5 OF 14



F

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

Legend:

- Target Areas
- Urban Service Area
- COG Water & Sewer Franchise Area Limit
- Private Water and Sewer
- Talquin Water and Sewer
- Talquin Water
- Talquin Water, City Sewer
- Private Systems
- Parole

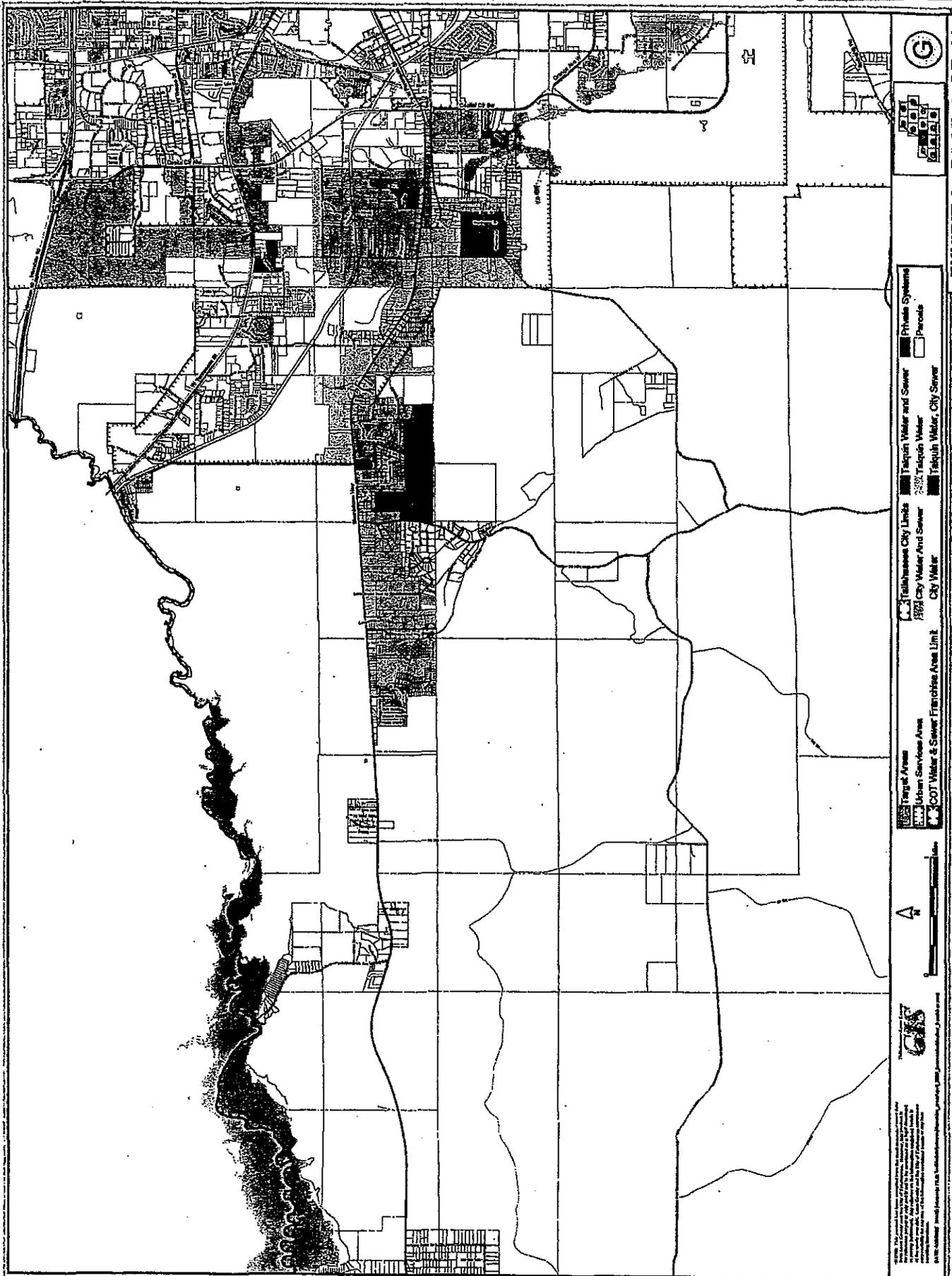
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North Arrow: ↑

GIS

Map data provided by Esri, DeLorme, GeoEye, IGN, Aerotech, Earthstar, IGN, etc. © 2008 Esri. All rights reserved. This is a technical drawing and not a map. It is not intended for use as a map. It is not intended to be used as a map. It is not intended to be used as a map.

EXHIBIT A: PAGE 7 OF 14



Legend:
Tulsa City Limits
1998 City Water and Sewer
1998 City Water
1998 Tulsa Water
City Water
City Sewer
Tulsa Water, City Sewer

Private Systems
Parcels

Map of Areas
Urban Services Area
1907 Water & Sewer Franchise Area Limit



Map of Areas
Urban Services Area
1907 Water & Sewer Franchise Area Limit

EXHIBIT A: PAGE 8 OF 14

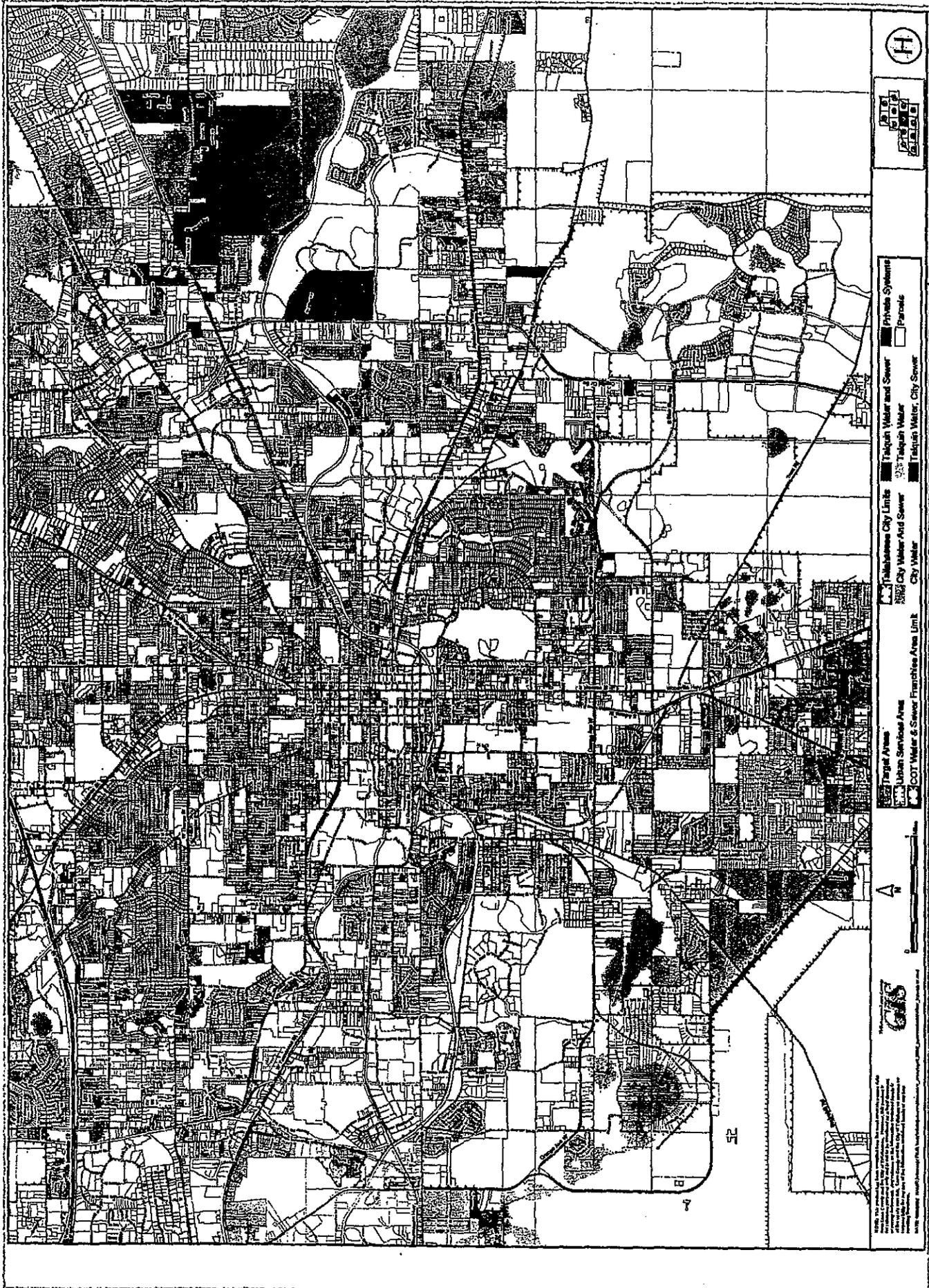
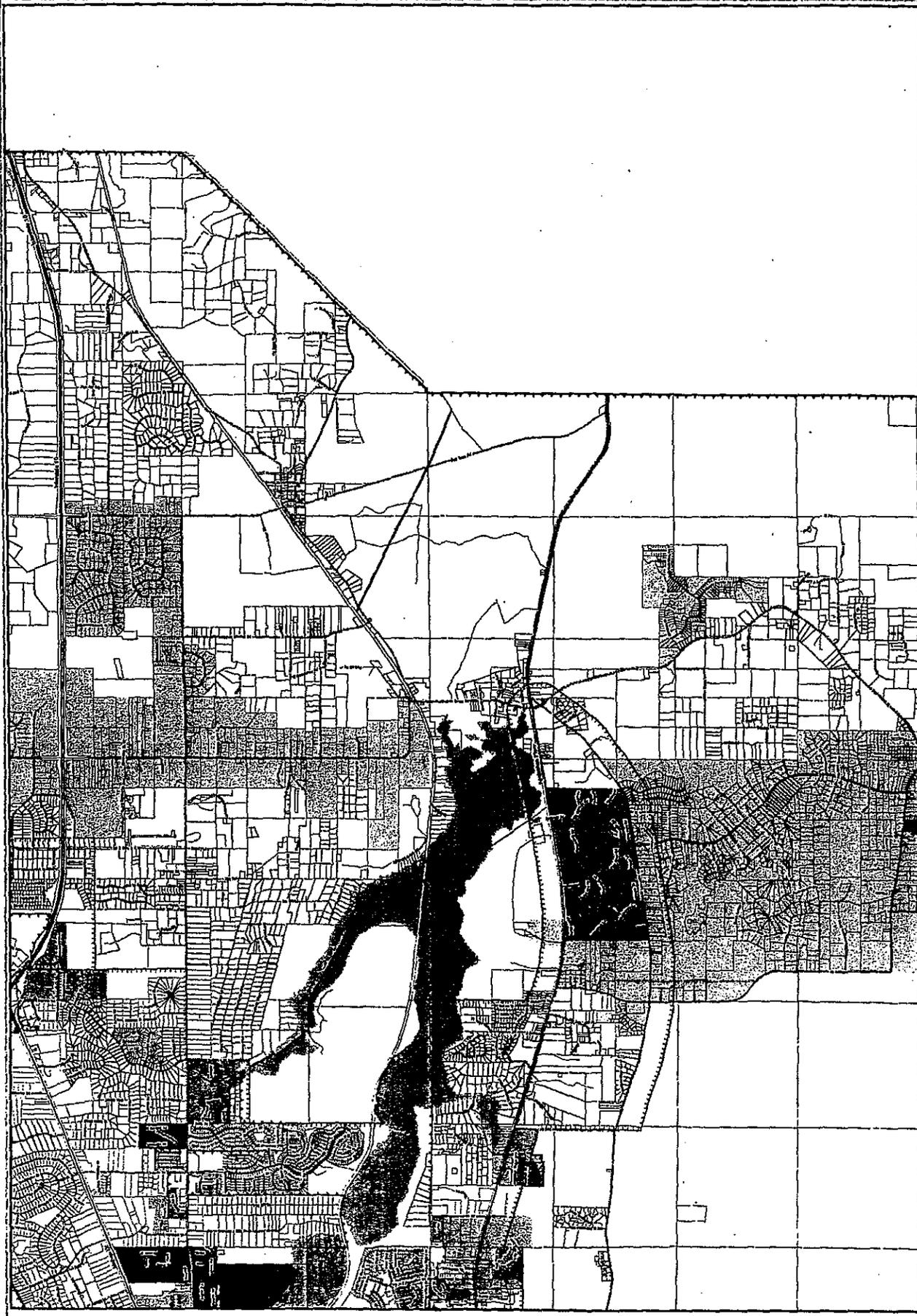


EXHIBIT A: PAGE 9 OF 14



Private Systems
Parcels
Tulalip Water and Sewer
Trappin Water
Trappin Water, City Sewer
Tulalip City Limits
Tulalip City Water And Sewer
City Water
DOT Water & Sewer Franchise Area Limit

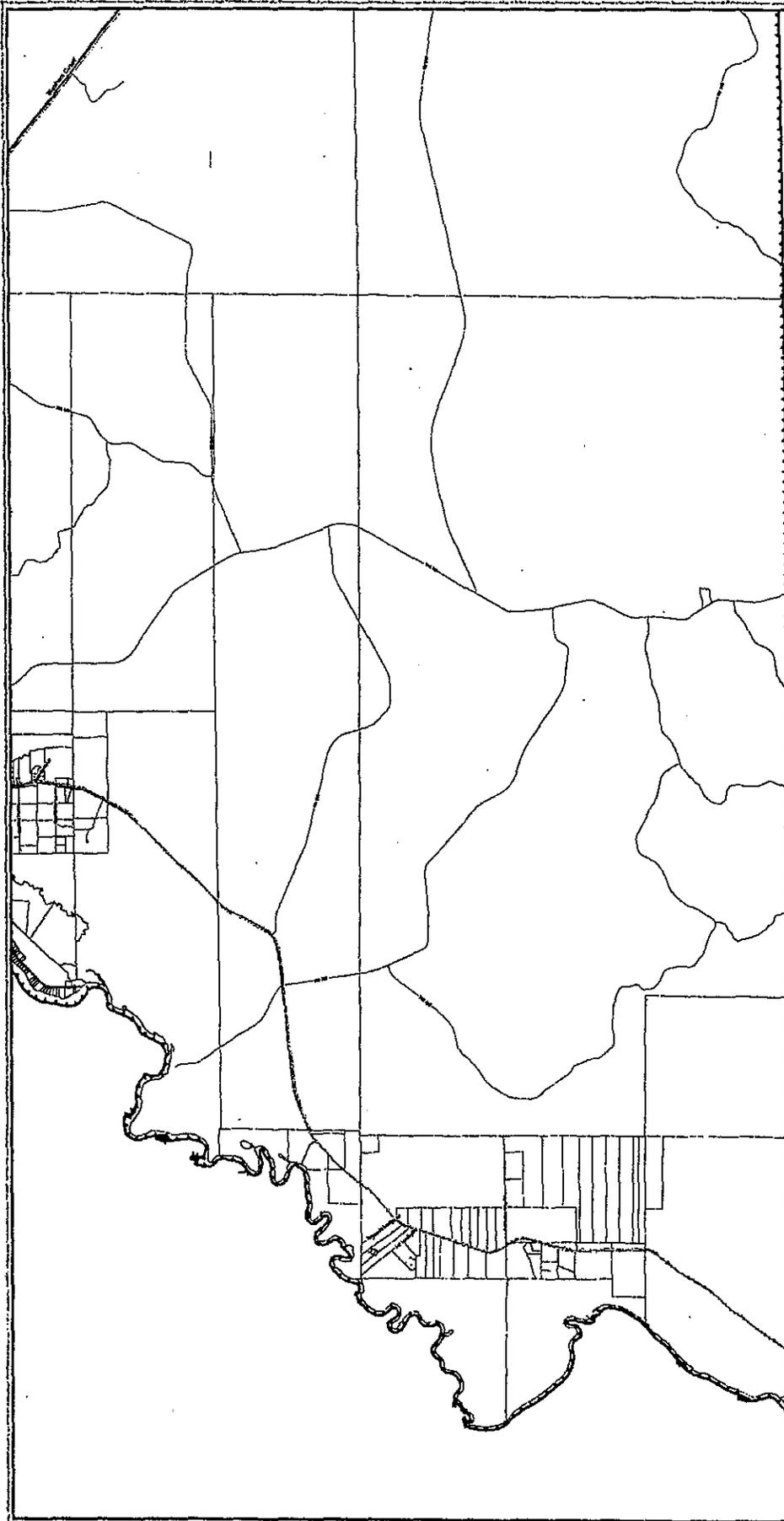
Target Areas
Urban Services Area
DOT Water & Sewer Franchise Area Limit

Scale: 1 inch = 1 mile



Map prepared by: [unreadable]
Map date: [unreadable]
Map scale: [unreadable]

EXHIBIT A: PAGE 10 OF 14



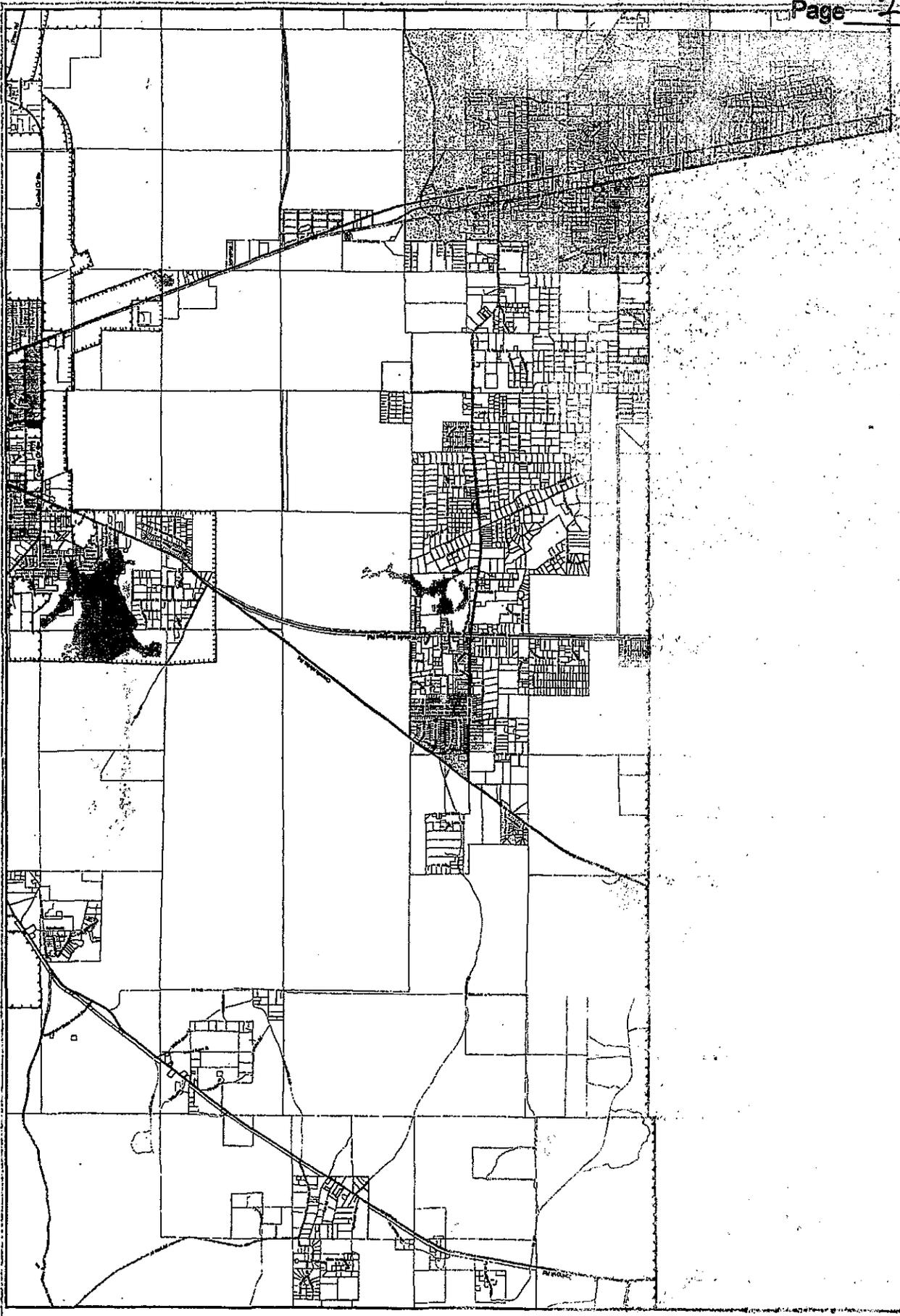
- Private Systems
- Parcel
- Talquah Water and Sewer
- Talquah Water
- Talquah Water, City Sewer
- Franklin City Limits
- City Water And Sewer
- City Water
- City Sewer
- Target Area
- Urban Sewer Area
- COU Water & Sewer Franchise Area Unit



Small text at the bottom of the legend area, likely providing technical details or a disclaimer.

EXHIBIT A: PAGE 11 OF 14

(L)



Legend

Legend

- Public Systems
- Private Systems
- Public Water with Sewer
- Public Water
- Public Sewer
- Public Gas
- Public Electric
- Public Telephone
- Public Cable
- Public Light
- Public Heat
- Public Power
- Public Steam
- Public Air
- Public Water, City Sewer
- Public Water, City Sewer

EXHIBIT A: PAGE 13 OF 14

**Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes
Plantation Subdivision Units 1 and 2**

THIS AGREEMENT, made and entered into this 10th day of May, 2005, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the County has determined that it will be the sole local governmental entity to authorize the planning, construction and operation of water systems and sewage disposal systems within the unincorporated area of the County and will provide such services when it deems it appropriate; and

WHEREAS, the County has recognized a long-standing problem in Killearn Lakes Plantation Subdivision Units 1 and 2 that septic sewage treatment systems do not function properly due to soil and groundwater conditions and has implemented and funded a construction project to construct a sewage collection system to serve that area; and

WHEREAS, the County has determined that it is in the best interests of the citizens of Killearn Lakes Plantation Subdivision Units 1 and 2 that sewer service be provided to the residences in that area, by the City of Tallahassee; and

WHEREAS, the County has specifically determined that it is in the best interests of the citizens of Killearn Lakes Plantation Subdivision Units 1 and 2 if City is granted an exclusive sewer franchise to serve Killearn Lakes Plantation Subdivision Units 1 and 2, with conditions thereon; and

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

Section 1. Effective Date. This Agreement shall commence upon full execution hereof.

Section 2. Grant of Franchise. The County does hereby grant unto the City, and the City hereby accepts, an exclusive franchise to provide sewer service to all properties located in Killearn Lakes Plantation Subdivision Units 1 and 2, not previously franchised or served by existing sanitary sewer providers, this franchise being specifically subject to the terms and conditions contained in this Agreement.

Section 3. Responsibilities of County.

1. The County shall construct a Sewage Collection System to serve Killearn Lakes Plantation Units 1 and 2. The Sewage Collection System shall be based on "low pressure sewer" design which will convey sewage first to conventional central pumping stations and then to a

connection point on the existing City System to be mutually agreed upon by the City and County.

2. Upon completion of the Sewage Collection System the County shall convey ownership of the completed system to City for perpetual operation and maintenance. The City shall accept ownership of the Sewage Collection System and such acceptance shall not be unreasonably withheld.

3. Should the City exercise its rights under Section 4, paragraph 7 herein, then the County agrees to levy, impose and collect pursuant to Section 125.01, F.S., in accordance with Section 197.3632, F.S., a special assessment for single family lots located in Killearn Lakes Plantation Units 1 and 2, for the purpose of providing a mechanism for the collection of annual fees for sewer service, which are limited to a Customer Charge or a Readiness To Serve Charge.

Section 4. Responsibilities of City.

1. The City shall utilize the completed Sewage Collection System and any other City resources necessary to provide sewer service to all properties within the Franchise area. City shall not be responsible for any of the provisions of this Agreement until such time as City has accepted ownership of the completed Sewage Collection System. The City will not unreasonably withhold acceptance of ownership of the completed Sewage Collection System.

2. The City shall participate in the review of the design and construction of the system to insure compliance with City standards. Such review shall be timely in recognition of the County commitment to have service available as soon as possible.

3. The City agrees to provide financing to individual homeowners for costs the homeowner is required to pay for the connection to the City Sewer System under terms and conditions consistent with City policy at a rate no higher than being charged any other City customer.

4. All City policies, standards, procedures, regulations, rates, fees, and charges for sewer services shall be the same, inside and outside City's corporate limits, with the exception of the Rebate Policy and as more specifically set forth herein. The City shall have the exclusive right to manage and operate its Sewer System in the unincorporated area except as limited by this Agreement.

5. Nothing in this Agreement shall prevent the City from using its general revenues to provide any of its services or financial assistance to any citizen or property owner inside Killearn Lakes Plantation Units 1 and 2.

6. The City may assess a surcharge of up to 50% on sewer services in accordance with Florida Statutes commencing no sooner than October 1, 2005. Upon termination of the Parks and Recreation Agreement entered into by and between the parties on May 10, 2005 the provisions of this Section 4. paragraph 6. shall expire.

7. The City may levy a Customer Charge or a Readiness to Serve Charge for all properties in Killearn Lakes Plantation Subdivision Units 1 and 2 from the time that the City accepts ownership of the Sewage Collection System and when service first becomes available to properties located within the franchise area.

8. The City shall provide to the County, at its sole expense, and within that time designated by the County, all information and services necessary and consistent with the provisions of Section 197.3632, F.S., in any year in which the special assessment will be levied, imposed or collected pursuant to Section 3, paragraph 3 herein.

9. Nothing herein shall be interpreted to require the City to assume responsibility for individual grinder pumps.

Section 5. Terms of Service.

1. Pursuant to Florida Statutes, any resident with a failed septic system shall be required to connect to the Sewer System.

2. The County shall not issue any permits for new construction unless the structure is connected to the City Sewer System.

3. Any resident desiring to connect to the Sewer System can do so at any time that service is available and that no resident will be required to connect unless as required above.

4. The City will waive the tap-fee for all residents that connect to the Sewer System during the first two years that the system is in operation. Tap fees in effect at the time will be charged for all residents connecting after that time period has elapsed.

5. The City systems charges shall be paid by all residents that connect to the system.

Section 6. Dispute Resolution.

1. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process, is hereby encompassed within Section 6. 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 resolution, hereinafter referred to as the "Dispute Notice".

2. The appropriate City and County department heads shall meet at the earliest opportunity, but in any event within 10 days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the City Manager and the County Administrator.

3. If the department heads are unable to reconcile the dispute, they shall report their impasse to the City Manager and the County Administrator who shall then convene a meeting at their earliest opportunity, but in any event within 20 days following receipt of the Dispute Notice, to attempt to reconcile the dispute.

4. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(c), Florida Rules for Mediators, and shall be selected by the Parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

5. If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then such dispute may be referred to binding arbitration by either Party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

6. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), of a written demand therefor containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.

7. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government and/or utility related issues.

8. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 - R-48, of the Commercial Arbitration Rules of the American Arbitration Association.

Section 7. Indemnification. To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Parties do not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all suits, liabilities, damages, costs and expenses, resulting from

or arising out of any acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to this Agreement. Further, the City agrees to indemnify, defend and hold harmless the County, its officials, officers, and employees, from and against all suits, liabilities, damages, costs and expenses, resulting from or arising out of any and all challenges to any special assessment imposed pursuant to Section 3, paragraph 3 herein.

Section 8. General Provisions.

1. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

2. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

3. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

4. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

5. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superceded by this Agreement.

7. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. Ambiguity. This Agreement has been negotiated by the Parties with the advise of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

9. Public Bodies. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

10. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

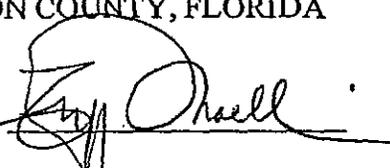
11. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorneys fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

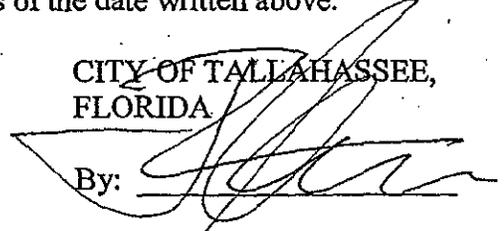
12. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

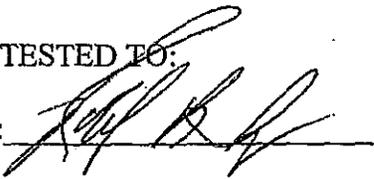
13. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

14. Exceptions to Agreement. All provisions of Chapter 18, of the Leon County Code of Laws, not in conflict with the provisions herein, shall remain in full force and effect. The Water and Sewer Agreement entered into by and between Leon County and the City shall not apply and shall have no effect upon the terms and conditions of this Agreement, nor the Franchise granted herein.

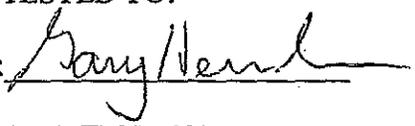
IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2 as of the date written above.

LEON COUNTY, FLORIDA
By: 
CLIFF THAELL, Chairman
of the Board of County Commissioners

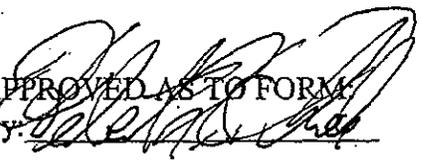
CITY OF TALLAHASSEE,
FLORIDA
By: 
JOHN B. MARKS, III, Mayor
of the City of Tallahassee

ATTESTED TO:
By: 

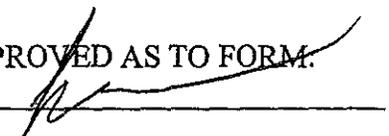
ROBERT B. INZER, Clerk
Leon County, Florida

ATTESTED TO:
By: 

GARY HERNDON
City Treasurer-Clerk

APPROVED AS TO FORM:
By: 

HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

APPROVED AS TO FORM:
By: 

JAMES R. ENGLISH, Esq.
CITY ATTORNEY

Select Year:

The 2010 Florida Statutes

Title XII
MUNICIPALITIES

Chapter 180
MUNICIPAL PUBLIC WORKS

[View Entire Chapter](#)

180.191 Limitation on rates charged consumer outside city limits.—

(1) Any municipality within the state operating a water or sewer utility outside of the boundaries of such municipality shall charge consumers outside the boundaries rates, fees, and charges determined in one of the following manners:

(a) It may charge the same rates, fees, and charges as consumers inside the municipal boundaries. However, in addition thereto, the municipality may add a surcharge of not more than 25 percent of such rates, fees, and charges to consumers outside the boundaries. Fixing of such rates, fees, and charges in this manner shall not require a public hearing except as may be provided for service to consumers inside the municipality.

(b) It may charge rates, fees, and charges that are just and equitable and which are based on the same factors used in fixing the rates, fees, and charges for consumers inside the municipal boundaries. In addition thereto, the municipality may add a surcharge not to exceed 25 percent of such rates, fees, and charges for said services to consumers outside the boundaries. However, the total of all such rates, fees, and charges for the services to consumers outside the boundaries shall not be more than 50 percent in excess of the total amount the municipality charges consumers served within the municipality for corresponding service. No such rates, fees, and charges shall be fixed until after a public hearing at which all of the users of the water or sewer systems; owners, tenants, or occupants of property served or to be served thereby; and all others interested shall have an opportunity to be heard concerning the proposed rates, fees, and charges. Any change or revision of such rates, fees, or charges may be made in the same manner as such rates, fees, or charges were originally established, but if such change or revision is to be made substantially pro rata as to all classes of service, both inside and outside the municipality, no hearing or notice shall be required.

(2) Whenever any municipality has engaged, or there are reasonable grounds to believe that any municipality is about to engage, in any act or practice prohibited by subsection (1), a civil action for preventive relief, including an application for a permanent or temporary injunction, restraining order, or other order, may be instituted by the person or persons aggrieved.

(3) This section shall apply to municipally owned water and sewer utilities within the confines of a single county and may apply, pursuant to interlocal agreement, to municipally owned water and sewer utilities beyond the confines of a single county.

(4) In any action commenced pursuant to this section, the court in its discretion may allow the prevailing party treble damages and, in addition, a reasonable attorney's fee as part of the cost.

History.—ss. 1, 2, 3, 4, 5, ch. 70-997; s. 1, ch. 88-301; s. 1, ch. 92-181; s. 1, ch. 98-15.

Board Retreat Agenda Item #19
December 13, 2010

Title:

Planning for the Construction of Central Sewer within the Lake Munson and Woodville Areas within the Primary Springs Protection Zone

Staff:

Parwez Alam, County Administrator
Alan Rosenzweig, Deputy County Administrator
Tony Park, Director of Public Works

Issue Briefing: This item advises the Board that a December 14, 2010 workshop regarding “Approval of the City of Tallahassee’s Updated Water and Sewer Master Plans in Accordance with the Water and Sewer Agreement between the City of Tallahassee and Leon County” has been scheduled. Staff recommends that the Board delay discussion regarding the expansion of central sewer to the Lake Munson and Woodville areas until the December 14, 2010 workshop.

Background:

During its October 12, 2010 meeting, the Board asked staff to include planning for the construction of central within the Lake Munson and Woodville areas on the agenda for the December 13, 2010 Board Retreat. The Board has a workshop, concerning the City of Tallahassee's Updated Water and Sewer Master Plans, scheduled for the following day (December 14, 2010 beginning at 12:00 p.m.). The Board approved the scheduling of the workshop during its October 19, 2010 meeting.

Analysis:

A copy of the workshop item, excluding the attachments, is provided (Attachment #1). The full workshop item will be distributed prior to the Board Retreat. Staff recommends that the Board delay its discussion of central sewer projects until the December 14, 2010 workshop.

Options:

1. Delay discussion of central sewer projects until the December 14, 2010 workshop regarding Approval of the City of Tallahassee’s Updated Water and Sewer Master Plans in Accordance with the Water and Sewer Agreement between the City of Tallahassee and Leon County.
2. Board Direction.

Recommendation:

Option #1

Attachment #1: December 14, 2010 workshop item, “Approval of the City of Tallahassee’s Updated Water and Sewer Master Plans in Accordance with the Water and Sewer Agreement between the City of Tallahassee and Leon County”, excluding attachments



Board of County Commissioners Leon County, Florida

www.leoncountyfl.gov

Workshop Request Executive Summary

December 14, 2010

Title:

Approval of the City of Tallahassee's Updated Water and Sewer Master Plans in Accordance with the Water and Sewer Agreement between the City of Tallahassee and Leon County

Staff:

Parwez Alam, County Administrator
Alan Rosenzweig, Assistant County Administrator
Tony Park, P.E., Director of Public Works

Issue Briefing:

In accordance with the Water and Sewer Agreement, this item seeks Board approval of the City of Tallahassee's 2030 Master Sewer Plan Phase 2 approved by the City February 2010 and the City of Tallahassee's Water Master Plan approved by the City August 2010. Both documents are available for review in the County Commission Chamber's Lobby, and the County Commissioner's Conference Room, located on the 5th floor of the Leon County Courthouse. They can also be reviewed at Leon County Public Works, located at 2280 Miccosukee Road.

Fiscal Impact:

The adoption of this item has no direct fiscal impact to Leon County. However, as noted in the recommendations, the ability to implement the Water and Sewer master plans will require a substantial investment by the community. Staff is recommending that the full implementation of these plans be included in any one cent infrastructure sales tax extension referendum.

Staff Recommendation:

- Option #1: Approve the City of Tallahassee's 2030 Master Sewer Plan Phase 2 dated January, 2010.
- Option #2: Approve the City of Tallahassee's Water Master Plan dated April, 2010
- Option #3: Authorize that the projects identified in the Sewer Master plan, as well as the additional projects identified by staff, be included in any one cent infrastructure sales tax extension referendum.
- Option #4: Authorize that when funded by the sales tax extension, equal water and sewer rates would apply for all customers within Leon County inclusive of any surcharges.

Workshop Request: Approval of the City of Tallahassee's Updated Water and Sewer Master Plans in Accordance with the Water and Sewer Agreement between the City of Tallahassee and Leon County
December 14, 2010
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Report and Discussion

Background:

Leon County approval of the City of Tallahassee's (City) Master Plans for Water and Sewer Service within the Urban Services Area is required in Paragraph 5.a. of the current Water and Sewer Agreement (WSA) (Attachment #1). Once approved, these Master Plans will serve as the basis for the City's annual submission of their proposed 5 Year Capital Improvements Plan (CIP) for water and sewer projects. Paragraph 5.b. of the WSA requires that the County approve this 5 Year CIP annually. This workshop is intended to provide the Board with an analysis of the proposed Master Plans and also background information regarding the WSA and related issues.

Analysis:

Water and Sewer Agreements:

The Tallahassee-Leon County Comprehensive Plan (Comp Plan) currently includes the following Objectives:

SANITARY SEWER LOS

Objective 1.3: [SS] (Leon County) (Rev. Effective 8/17/92)

Needed sanitary sewer facilities will be provided in a manner which promotes orderly, compact urban and cost efficient growth while optimizing the use of existing facilities.

POTABLE WATER LOS

Objective 1.2: [PW] (Effective 7/16/90)

Needed potable water facilities will be provided in a manner which promotes orderly compact urban growth and maximizes the use of existing facilities.

As indicated above, these objectives have been included within the Comp Plan since it was originally adopted in 1990. Compliance with these Comp Plan requirements is achieved by entering into and maintaining a Water and Sewer Agreement with the City of Tallahassee. Under this agreement, the City is assured of having the rights to extend sewer and water into the unincorporated area and therefore can justify the planning necessary to insure such facilities are available and the County has the right to monitor that planning and direct changes if any deficiencies are noted.

Prior to the enactment of the Comp Plan, the County and City had a history of Water and Sewer Agreements.

- In May, 1980, the first WSA was approved. This agreement was primarily focused on the acquisition of funding from the Federal government under the 201 program.
- In July, 1990, the County and City entered into a WSA that contained many of the same provisions used in later WSA's.

Workshop Request: Approval of the City of Tallahassee's Updated Water and Sewer Master Plans in Accordance with the Water and Sewer Agreement between the City of Tallahassee and Leon County
December 14, 2010
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- In February, 1993, the County and City approved a new WSA with provision intended to insure compliance with the new Comp Plan requirements.
- In May, 2005, the current WSA was approved.

The 1992/1993 WSA utilized Master Plans that were developed by the City in 1988 under the 1980 WSA. Those Master Plans served as the basis for the annual review of the City's 5 Year CIP for water and sewer until 2005.

At the time the 2005 WSA was being developed, the City was in the process of updating the 1988 Master Plans. Accordingly, the 2005 WSA provided that the City should develop the Master Plans within 18 months of execution of the 2005 WSA. The WSA was executed in May of 2005, therefore the Master Plans should have been developed by November 2006. A draft of the Sewer Master Plan was provided to County staff in early December, 2009. Staff's review noted that the Harbinwood area had not been addressed as a Target Area. City staff acknowledged the omission and modified the plan to include detailed plans for Harbinwood. The Sewer Master Plan was completed in January 2010 and approved by the City Commission in February 2010. The Water Master Plan was completed in April 2010 and approved by the City Commission in August 2010.

Upon receipt of both Master Plans, County staff began preparations for presentation to the Board for approval in September 2010. However, given the significant long term implications of these plans, it was decided to conduct a workshop once the new Board of County Commissioners was installed. Upon approval of the Master Plans, the annual review process for the City's 5 Year CIP will commence in June of the year following approval.

Other provisions of the WSA are also pertinent to the consideration of the approval of these Master Plans. Section 3 of the Agreement discusses Target Areas for water and sewer service. In this part of the agreement, the County reserved the right to identify areas to be considered with a higher priority for water and or sewer service. In summary, the City is not required to complete the construction of the collection system within a Target Area; the City agrees to provide the conveyance, connecting the collection system to the City system; and the City agrees to own, operate and maintain the system once it is built. The Agreement further provides that these arrangements will be the basis for an Implementation Agreement to be developed separately from the WSA. The three areas identified in the WSA are Woodville, Centerville Trace and the Harbinwood area between North Monroe and Lake Jackson. The County may add or delete Target Areas at its discretion.

Workshop Request: Approval of the City of Tallahassee's Updated Water and Sewer Master Plans in Accordance with the Water and Sewer Agreement between the City of Tallahassee and Leon County

December 14, 2010

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2030 Master Sewer Plan Phase 2:

The Sewer Master Plan is a large three-ring binder volume with oversize graphics. Much of the document consists of research data, calculations and other information upon which the results are based. For ease of review, the following excerpts from the SMP are attached: Executive Summary (Attachment #2); Section 1 – Introduction (Attachment #3); Section 3 – Evaluation of Unsewered Target Areas (Attachment #4) and Appendix A – Expanded Evaluation of Unsewered Areas (Attachment #5).

Scope of Study

In summary, the Master Plan was developed using the following criteria:

- The geographic area was limited to the area within the USA, with an exception for the Woodville Special Development Area being included.
- The population used was the ultimate population within the entire USA, including all of the unincorporated area within the USA
- The study included 9 large unsewered areas originally identified in the 1988 plan. Detailed analysis of these areas was provided. These areas embrace a large portion of the unincorporated portion of the USA.
- All of the Target Areas identified in the WSA were given detailed evaluation as to the cost of providing sewer service to those areas, including preliminary design.
- Capacity and operational upgrades to the existing system within the City limits were to be evaluated to insure that the system will be capable of accepting the flows to be generated in the unincorporated area.

Evaluation of Unincorporated Area Planning

The County's focus is on the unincorporated portion of the USA. To further evaluate the completeness of the City plan, County staff developed a separate graphic to analyze the extent to which the Plan addresses service within that area (Attachment #6). This graphic delineates the study areas of the City Master Plan on a map with the locations of septic systems indicated by dots. Also shown are the City Limits and the USA.

This graphic clearly shows that, with only a few exceptions, the entire unincorporated USA has been included in the long range plan. This confirms that the requirements of the Comp Plan are being met by the WSA.

It is noted, however, that review of the map indicates a few areas of relatively dense septic tank installations not addressed by the City's Plan. Although it is known that all of the future population within the unincorporated USA has been included in the Plan, the omission results in the cost of actually providing sewer service to the properties not established in the City's final Master Plan. This cost issue is addressed in the Budget Analysis section of this workshop presentation.

Workshop Request: Approval of the City of Tallahassee's Updated Water and Sewer Master Plans in Accordance with the Water and Sewer Agreement between the City of Tallahassee and Leon County
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According to the City, the primary areas not addressed by the plan are in the northwest in the area generally west of Harbinwood and including the subdivisions Edinburg Estates, Autumn Estates, Sterling Woods, Lake Jackson Estates, Tower Oaks Mobile Home Park, and Oak Valley Commercial Center. This is a relatively dense development area on septic systems. Although the Master Plan accounted for the build-out population in this area, detailed planning for these areas was beyond the Master Plan scope of this phasing period. This Master Plan update focused on unsewered areas with sufficient density and growth potential. More than likely these areas will be included during the next planning period or sooner if the need arises.

Two other areas in the southeastern part of the County are also not included. These are the Avondale and Plantation Estates subdivision. As with those areas mentioned above, these areas were not included in this update, due to them not having both sufficient density and growth potential.

As noted above, the cost to address these areas is included in the budget analysis section below.

WSA Target Areas

The WSA Target Areas were developed as the next highest priority areas after the Killlearn Lakes Sewer Project. In that project, the County funded and built the collection system for Units 1 and 2 of the development utilizing a portion of the County's Blueprint 2000 water quality funding. The County also funded the cost of the conveyance to the City system. The City agreed to own and operate the system. The three additional Target Areas have been addressed in the Master Plan, and their costs are:

Table 1: WSA Target Areas	
Target Area	Estimated Cost
Woodville	\$24,576,000
Centerville Trace	\$4,745,000
Harbinwood	\$12,100,830
Total	\$41,421,830

Workshop Request: Approval of the City of Tallahassee's Updated Water and Sewer Master Plans in Accordance with the Water and Sewer Agreement between the City of Tallahassee and Leon County
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Budget Analysis

Before Budget Analysis can begin, there is a need to determine the cost of actually extending service into the omitted areas described above. Using an average cost per lot from the Plan's prior calculations, and a total number of parcels, staff determined the cost as reflected in Table 2.

Table 2: Omitted Sewer Areas			
Omitted Area	Cost/Lot	# Lots	Cost
Talquin Sewer Area, NW Leon County	12,000	3,687	\$44,244,000
Avondale Subdivision	12,000	187	\$2,244,000
Plantation Estates Subdivision	12,000	158	\$1,896,000
Total Additional Cost			\$48,384,000

It is to be noted all of the costs presented in the Master Plan reflect the cost to provide a sewer tap at each lot in the area. The additional cost for property owners to actually connect to the service tap is estimated at approximately \$10,000. It should also be noted that these projects are conventional gravity sewer, unlike the low pressure system installed in Killlearn Lakes.

The current 5 Year CIP includes three projects, see Table 3, having a direct positive impact on the unincorporated area and comprise almost one third of the total 5 Year CIP budgeted amount. It should be noted that these projects are not mentioned in the Master Plan except in the CIP discussion. This would be the kind of projects that will be reviewed each year as a part of the City's proposed 5 Year CIP starting that year.

These projects have been proposed for inclusion in the current 5 Year CIP for various reasons. The CCSE (Sembler) Pump Station and Force Main, for example, is a critical collection point for sewer originating in the unincorporated area. Although the collection system is not being installed at this time, the pump station and force main are being installed as a part of the Capital Circle projects being done by BluePrint 2000.

The Aenon Church trunk sewer was initiated by the City in 2008 (concurrently with the preparation of this Master Plan update) to serve new developments proposed along Aenon Church and lying within the Transfer Station Target Planning Area.

The Apalachee Parkway - Williams Road trunk sewer provides added capacity and off-site sewer service to new developments previously proposed along Apalachee Parkway from March Road to Williams Road. Multiple requests have been received by the City to serve new potential developments in this area.

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Project Description	CIP Year	Estimated Cost
Aenon Church Gravity Outfall	2011	\$621,000
CCSE (Semler) Pump Station & Force Main	2014	\$634,000
Apalachee Parkway / Williams Road Outfall	2015	\$2,207,000
Total		\$3,462,000

The 20 Year Budget developed as a result of the technical study is summarized in Table 4. It is to be noted that the Capacity and Operational Improvements are beneficial to the unincorporated area as well as to the internal City system. Capacity improvements are upgrades to existing pipes and pumping systems to insure that future flows can be handled by the system. Operational improvements include projects that make the system more efficient (and therefore cheaper) to operate, such as installing a gravity main to replace a pump station and force main. The Capacity and Operational improvements are funded by the City in the 20 Year CIP. Also funded are the specific Projects Serving Large Unincorporated Areas discussed above. The other line items below are on hold pending a funding initiative by the County or private development.

Budget Element	Total Cost
To be funded in City 20 Year CIP:	
Capacity Related Improvements	\$9,840,000
Operational Related Improvements	\$15,353,000
Projects Serving Large Unsewered Areas	\$3,462,000
Total Funded	\$28,655,000
Unfunded Items in Master Plan	
Large Unsewered Areas (excluding County Target Areas)	\$169,877,000
County Target Areas	\$41,421,830
Talquin Service Areas	\$7,210,000
Omitted Areas	\$48,384,000
Total Unfunded	\$266,892,830
Total, Funded and Unfunded	\$295,547,830

The actual proposed 20 year budget provides that the City will actually budget \$28,655,000 towards projects identified in the Master Plan (Table 5). \$10,577,000 is included in the City's current 5 Year CIP.

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Table 5: Summary of CIP Expenditures	
Budget Element	Total Cost
5 Year CIP - 2011-2015	\$10,577,000
Phase II - 2016-2020	\$11,913,000
Phase III - 2021-2025	\$2,110,000
Phase IV - 2026-2030	\$4,055,000
Total	\$28,655,000

Wastewater Treatment Capacity

Although the Master Plan being considered at this time focuses on the collection system, an important element of providing sewer service is that capability to provide treatment and disposal once the flows have been collected. The City is currently implementing its 2026 Master Plan for treatment facilities. Under this program, the treatment level of the facilities will be increased from secondary treatment to tertiary, significantly increasing the removal of nitrogen, etc. The treatment capacity of this facility is now 27.39 million gallons per day (MGD) while the facility currently only receives an average of 17.73 MGD. The completed facility will have a treatment capacity of 26.5 MGD but at a much higher level of treatment.

Water Master Plan:

The Water Master Plan is a large three-ring binder volume with oversize graphics. Much of the document consists of research data, calculations and other information upon which the results are based. For ease of review, the following excerpts from the WMP are attached: Executive Summary (Attachment #7); Section 1 – Introduction (Attachment #8); Section 5 – Projected Water Demands (Attachment #9) and Section 11 – Conclusions, Recommendations and Capital Improvement Plan (Attachment #10).

Scope of Study

In summary, the Master Plan was developed using the following criteria:

- The geographic area was limited to the area within the USA, with the exception being that the Woodville Special Development Area was included.
- The population used was the ultimate population within the entire USA, including all of the unincorporated area within the USA
- All of the Target Areas identified in the WSA were considered.
- Capacity and operational upgrades to the existing system within the City limits were to be evaluated to insure that the system will be capable of generating the flows needed to supply the unincorporated area.

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Evaluation of Unincorporated Area Planning

The study activity found that the City water system is well-positioned to meet future water needs within the USA and that it is well “looped”, requiring minimal improvements to meet future customer needs. Although the County’s focus is on the unincorporated portion of the USA, it must be noted that improvements to the water system can have positive impacts in a large geographic area. Improvements inside the City limits can provide for the needs in the adjacent unincorporated area. Two projects are of special interest to Leon County.

1. One proposed project is to enhance fire protection in the Woodville area. The City proposes to extend larger mains to the Woodville area to enhance fire protection. This project is funded in the year 2012 in the proposed 20 Year CIP.
2. The other project is associated with fire protection at the western end of the City system on Highway 90 West. The project proposes to extend that water system down Barineau Road to Highway 20, and then along Highway 20 back to the City system, creating a looped system in that area. This project is funded in the year 2025 in the proposed 20 Year CIP.

Water Supply Capacity

The City’s existing Consumptive Use Permit establishes the following permitted capacities:

- Combined average annual withdrawal of 33.7 MGD
- Maximum combined withdrawal of 59.3 gallon during a single day
- Combined monthly withdrawal of 1,415,400,000 gallons.

The average day water demand for the system since 2000 has varied from 28.46 to 33.10 MGD.

The City will be renewing its Consumptive Use Permit in 2011. Two new water supply wells are proposed in the 20 Year CIP, and the wells have been targeted as needed by the year 2020.

Budget Analysis

The Master Plan resulted in the City’s planning to spend \$36,500,000 over the next 20 years on the water system. \$10,250,000 of that is budgeted in the City’s current 5 Year CIP. The 20 Year CIP is summarized in Table 6 (note that the first column is the current 5Year CIP):

Table 6: City’s 20 Year CIP’s for the Water System.

Project Element	2011-15	2016-20	2021-25	2026-30	Total
Operational Improvements	\$10,250,000	\$6,700,000	\$5,220,000	\$500,000	\$22,670,000
Capacity Improvements	\$1,000,000	\$1,500,000	\$1,100,000	\$6,000,000	\$9,600,000
Areas of Concern / Fire Flow Imp	\$0	\$1,400,000	\$1,890,000	\$950,000	\$4,240,000
Total	\$11,250,000	\$9,600,000	\$8,210,000	\$7,450,000	\$36,510,000

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The scheduled funding of the two projects of interest to Leon County are summarized in Table 7:

Table 7: Projects of Interest

Project Element	2011-15	2016-20	2021-25	2026-30	Total
Highway 90 West Fire Flow Imp	\$640,000	\$0	\$0	\$0	\$640,000
Woodville Fire Flow Imp	\$0	\$0	\$1,700,000	\$0	\$1,700,000
Total	\$640,000	\$0	\$1,700,000	\$0	\$2,340,000

WSA Target Areas

There are no Target Areas in the WSA that address water service. Currently, there are no Target Areas that have identified water supply as a problem. The Plan did evaluate the three Target Area projects in the WSA and have confirmed that adequate flows are available and that any water supply needs in those areas can be easily met.

Long Term Funding

With the exceptions noted, the Water and Sewer Master plans have been developed consistent with the requirements of the interlocal agreement with the intention of providing needed service to the appropriate portions of the entire County. The City is committed to provide \$28.6 million of the total \$295.5 needed for the Sewer System; the Master plans indicated all of the Water needs will be included as funded capital projects over the next 20 years.

In order to continue with the necessary development of the sewer system which could eliminate the existing septic tanks for the vast majority of the USA, it is recommended that the projects identified in the respective Sewer Master plans, as well as the additional projects identified by County staff, be included in any one cent infrastructure sales tax extension referendum.

The inclusion of these projects will provide for environmental protection, economic development and improving the needs of some of our most economically challenged neighborhoods.

The existing sales tax expires in 2019. The Board of County Commissioners will have to determine when is the appropriate time to seek an extension to the existing sales tax.

Currently through the interlocal agreement and with statutory authority, the City is charging a 50% surcharge on unincorporated water and sewer customers. If the sales tax initiative is pursued, it is recommended that the water and sewer rates for all Leon County residents be equalized.

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Options:

1. Approve the City of Tallahassee's 2030 Master Sewer Plan Phase 2 dated January, 2010.
2. Approve the City of Tallahassee's Water Master Plan dated April, 2010.
3. Authorize that the projects identified in the Sewer Master plan, as well as the additional projects identified by staff, be included in any one cent infrastructure sales tax extension referendum.
4. Authorize that when funded by the sales tax extension, equal water and sewer rates would apply for all customers within Leon County inclusive of any surcharges.
5. Do not Approve the City of Tallahassee's 2030 Master Sewer Plan Phase 2 dated January, 2010.
6. Do not approve the City of Tallahassee's Water Master Plan dated April, 2010.
7. Board Direction.

Recommendation:

Options #1, #2, #3 and #4.

Attachments:

1. Water and Sewer Agreement
2. Sewer Master Plan Executive Summary
3. Sewer Master Plan Section 1 – Introduction
4. Sewer Master Plan Section 3 – Evaluation of Unsewered Target Areas
5. Sewer Master Plan Appendix A – Expanded Evaluation of Unsewered Areas
6. Map
7. Water Master Plan Executive Summary
8. Water Master Plan Section 1 – Introduction
9. Water Master Plan Section 5 – Projected Water Demands
10. Water Master Plan Section 11 – Conclusions, Recommendations and Capital Improvement Plan

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Board Retreat Agenda Item #20
December 13, 2010

Title: Litigation Update

**Staff: Herbert W.A. Thiele
County Attorney**

Issue Briefing: Status report on pending and recently completed litigation impacting Leon County, Florida.

Background: At its November 16, 2010, regular meeting, the Board requested an update on existing lawsuits involving Leon County to be presented at the Board's Retreat. Below are brief summaries.

Analysis:

J-II Investments, Inc., and Johnny Petrandis, II, Appellants, v. Leon County, Florida, Appellee; First District Court of Appeal. In November 2009, the First District Court of Appeal upheld the Circuit Court's Order on Motion for Rehearing in favor of Leon County, which included a \$314,068 award to the County to remediate property and to reimburse Leon County for a portion of its administrative costs. The case against Johnny Petrandis and his corporation, J-II Investments, had been pending since 2003 and had been a lengthy, litigious matter for Leon County. This is the second appeal involving this same case. The first case, which is now the leading case in Florida, resulted in a Court ruling that local governments can enforce their existing regulations on agricultural property. The County Attorney's Office is now in the process of collecting the monies owed by virtue of the judgment and court orders.

Leon County, et al., v. Expedia, Inc., Hotels.com, LP, et al., Circuit Court of the Second Judicial Circuit, Leon County, Florida; In 2009, Leon County filed suit against leading internet travel companies, asking for a declaratory judgment that the companies' failure to remit the appropriate amount of taxes on hotel room rentals is a violation of Florida law, costing the public significant amounts in hotel taxes. Since the hotels collect taxes directly from travelers, but only on the wholesale rates, governments across the country claim this practice deprives them of potentially hundreds of millions of dollars. Other Florida counties have joined this lawsuit with Leon County, and the litigation is ongoing.

Leon County, Florida, and the Leon County Energy Improvement District v. Federal Housing Finance Agency, et al., U.S. District Court for the Northern District of Florida., Leon County filed this litigation to protect its local energy efficiency program (Leon Energy Assistance Program -- LEAP). This local program, and others like it throughout the nation, are intended to assist property owners by funding energy efficiency improvements to their homes and businesses through property assessments. Through LEAP, property owners will be able to lower their utility bills, reduce the upfront cost of energy retrofits, and add value to their property. The federal FHFA regulation would prohibit home mortgages with energy assessments from being acquired

by Fannie Mae and Freddie Mac. Leon County is arguing that this regulation is a violation of many federal and state laws and constitutional provisions. We are currently awaiting the outcome of hearings on similar cases filed in California, and attempts to consolidate all currently pending cases. The litigation is ongoing.

Leon County, Wakulla County, et al., v. City of Tallahassee; Department of Administrative Hearings ; Petition challenging the issuance of the permit for the City of Tallahassee's Corn Hydroflow Dam Project at Lake Talquin; ultimately settled with the exception of the outstanding question of Defendants' Motion for Attorney's Fees against Leon County and the Leon County Attorney (not the other Plaintiffs and Leon County's Motion for Attorney's Fees against the City of Tallahassee which was filed on November 24, 2010); all attorney's fees motions are set for hearing in January 2011, and discovery in preparation for same is ongoing.

Leon County v. Georgia Environmental Protection Department, complaint filed in Georgia State court. The Georgia EPD has conceded that the permit should be renewed, allowing Leon County to participate. We are currently working with Georgia EPD to provide out data and technical analysis.

Leon County v. Lewis, oral argument before the Florida Supreme Court regarding regional conflict counsel. A decision by the Supreme Court is pending.

Collier v. Brock, Leon County filed an Amicus Brief on behalf of the Florida association of Counties and the Florida Association of County Attorneys with the Florida Supreme Court. The Supreme Court recently ruled that it will not take jurisdiction of this matter, and therefore, the 2nd DCA's ruling stands.

Bruner v. Hartsfield, et al, is litigation regarding the "Save our Homes" program involving Leon County and its constitutional officers, as well as other counties. The Florida Supreme Court denied the appeal in May 2010, thereby upholding the 1st District Court of Appeal's ruling that "Save Our Homes" was in fact constitutional and affirmed a lower court decision upholding the program. On November 29, 2010, the U.S. Supreme Court denied Bruner's Petition for Writ of Certiorari thereby bringing the litigation to a close.

Bradley Harvey, et al v. Leon County, Florida, et al; Circuit Court, 2d Judicial Circuit; A complaint was filed in August 2009 alleging deceptive and unfair trade practices, fraud and civil rights violations. A Motion to Dismiss was filed by the County and successfully resulted in a dismissal of five of the seven counts originally filed. At this time the County is engaged in discovery.

Tammy Vickers v. Leon County, Florida; Florida Commission on Human Relations; A complaint was filed in April 2010 alleging discrimination on the basis of disability and age. The case was settled pre-suit by the insurance company in July 2010.

Gibby Family Trust v. Blueprint 2000 and Department of Environmental Protection; Department of Administrative Hearings, involves a Petition filed by the Gibby Family Trust challenging a wetland resource permit issued by EPD to Blueprint 2000; the Gibby Family Trust filed a Motion to Add Leon County as an Indispensable Party Respondent on November 16, 2010; Leon County's response to counsel for the Family Gibby Trust was that it will not voluntarily become a party to the suit. As of this date, Leon County does not have any intention of filing a pleading in this action and will continue to work to resolve all the issues regarding the permit issuance to Blueprint with the Gibby Family without being involved in the suit.

Charles Tucker v. Leon County, Florida; Circuit Court; 2d Judicial Circuit; A complaint was filed alleging negligence (personal injury); Leon County completed discovery and filed a Motion for Summary Judgment, which was denied by the Court following a hearing on same. The case was set for trial to occur in January 2011 but recently settled by PGIT on terms favorable to the County.

Matthew Williams v. Leon County, Florida; Circuit Court, 2d Judicial Circuit; A complaint was filed in October 2010 alleging negligence arising out of a slip and fall incident. The County is presently engaged in defense of this matter.

Malaika Jones v. Leon County; the County is in receipt of a Notice of Intent to Sue letter for negligence in November 2010.

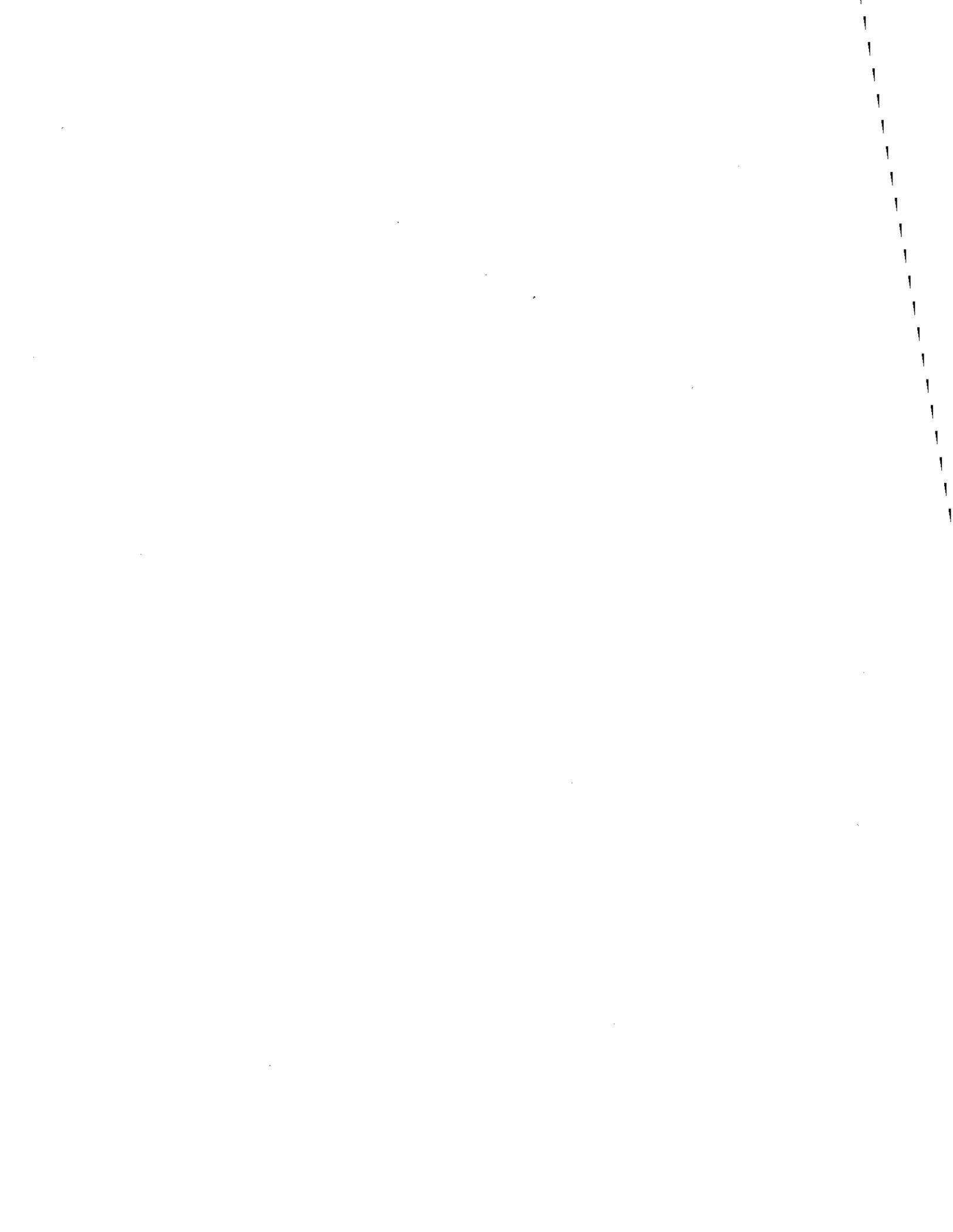
Fiscal Impact: The fiscal impact is as stated with each item above, and in some instances is unknown.

Options:

1. Accept status report.
2. Do not accept status report and provide direction to the County Attorney's Office.
3. Board Direction.

Recommendation:

Option #1



Board Retreat Agenda Item #21
Executive Summary

December 13, 2010

Title:

Review of the Structure of the Leon County Research and Development Authority, Civic Center Authority, and Educational Facilities Authority

Staff:

Parwez Alam, County Administrator
Herbert W. A. Thiele, County Attorney
Vincent S. Long, Deputy County Administrator
Shington Lamy, Special Projects Coordinator

Issue Briefing:

This item provides information regarding the current structure of the Leon County Research and Development Authority, Civic Center Authority, and Educational Facilities Authority. In addition, the item provides minimum administrative standards utilized by the County that the Board may wish to forward to the authorities.

During its April 27, 2010 meeting the Board directed staff to provide a review of the structures of the Leon County Research and Development Authority, Civic Center Authority, and Educational Facilities Authority and to prepare a set of minimum administrative standards that could potentially be adopted by such authorities.

The three authorities operate independently from the County, establishing their own rules, policies, and regulations. In addition, the authorities approve and operate their own budgets as well as employ their own staff. It is important to note that the Leon County Research and Development Authority is currently in a transition period which has required staffing by the County since June 2010 pursuant an interlocal agreement.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept staff review of the structures of the Leon County Research and Development Authority, Civic Center Authority, and Educational Facilities Authority.

Option #2: Direct staff to forward the minimum administrative standards for the areas of financing, purchasing and human resources to each authority.

Report and Discussion

Background:

During its April 27, 2010 meeting the Board directed staff to provide a review of the structures of the Leon County Research and Development Authority, Civic Center Authority, and Educational Facilities Authority and to prepare a set of minimum administrative standards that could potentially be adopted by such authorities.

Analysis:

The three authorities operate independently from the County, establishing their own rules, policies, and regulations. In addition, the authorities approve and operate their own budgets as well as employ their own staff. It is important to note that the Leon County Research and Development Authority is currently in a transition period which has required staffing by the County since June 2010 pursuant an interlocal agreement.

Each authority's functions and responsibilities are established in Florida Statutes. The County Attorney has provided material regarding the legal authority and structure of each authority (Attachment #1). The following information provides a brief structural overview of each authority.

Leon County Research and Development Authority (LCRDA)

The LCRDA was created by the Board in 1978 in partnership with Florida State University and Florida A&M University. The LCRDA oversees Innovation Park with an emphasis in promoting scientific research and development in affiliation with Florida A&M University and Florida State University. Its authority is set forth in Chapter 159.701-159.7095, Florida Statutes.

The LCRDA is currently composed of nine members, as defined by Board Resolution R05-15:

1. Four of the members (the Mayor and the Presidents of FSU, FAMU, and TCC) are appointed by virtue of the positions they hold; are considered to serve in an ex officio capacity; and, by statute, have no specific term of service.
2. One member of the Leon County Board of County Commissioners to be appointed by the full Board of County Commissioners to serve a four-year term.
3. Four members appointed by the Board of County Board of County Commissioners to each serve four-year terms (a nominating committee process is to be utilized for the appointment of these four members, as described below).

Ordinance No. 05-29 provides in part the following: "Membership to the authority shall be upon designation of the Board of County Commissioners by a duly enacted resolution of the Board. A nominating committee, composed of the County Administrator or his designee, who shall act as the committee's chairperson, the President of the Tallahassee/Leon County Economic Development Council, the Director of the National High Magnetic Field Laboratory at Innovation Park, the President of the Capital City Chamber of Commerce and the Director of the Florida State University/Florida A & M University College of Engineering, shall make

recommendations to the Board of County Commissioners for appointment of members to the Authority.”

The four members appointed directly by the full Board are eligible for reappointment. The members are as follows:

- Mr. Phil Blank, Chairman
- Mr. Ray Eaton, Vice-Chairman
- Mr. Sam McCall, Treasurer (Mayor’s designee)
- Mr. Bill Hebrock
- Mr. Barney Bishop
- Dr. John Chapin (TCC President’s designee)
- Dr. Fred Leysieffer (FSU President’s designee)
- Dr. Ken Redda (FAMU President’s designee)
- *Commissioner Appointment Currently Vacant*

The Board has the authority to expand the membership of the LCRDA Board, by resolution. At its September 14, 2010 meeting, the Board appointed Mr. David Ramsay to the LCRDA Board as a non-voting member. Additionally, County Policy No. 98-6, requires that a commissioner be appointed to the LCRDA by the full Board. At the County Commission meeting of December 14, 2010, the Board will consider an agenda item on the number of members on the LCRDA and appoint a commissioner to the LCRDA.

As previously mentioned County staff has been providing administrative services to Innovation Park since June 2, 2010 via an Interlocal Agreement. As amended, the Interlocal Agreement was scheduled to expire on December 31, 2010. The Board approved a Second Amended Agreement on November 9, 2010. The term of the Second Amended Agreement will end on Friday, January 21, 2011 unless it is earlier terminated or extended by amendment or automatically to a termination date of March 31, 2011. The automatic extension only occurs if the County receives notice no later than January 12, 2011 that a new Executive Director has commenced employment.

The LCRDA Board is considering the approval of an employment agreement with Dr. Catherine Kunst for the Executive Director position of the Leon County Research and Development Authority, with a January 3, 2011 anticipated employment date.

Civic Center Authority (CCA)

The CCA is an independent special district created by the Florida Legislature in 1972. The CCA is the governing body of the Civic Center Complex and is statutorily comprised of 13 members with seven members appointed by the President of FSU, two members appointed by president of FAMU, two appointments by the Mayor, and two appointments made by the Chairman of the County Commission. Its authority and membership is set forth in Chapter 189, Florida Statutes and Chapter 2004-435, Laws of Florida. The members are as follows:

- Ms. Nancy Linnan, Chair (FSU President's Appointment)
- Mr. Sean Pittman, Vice-Chair (Mayor's Appointment)
- Mr. Phil Blank (County's Appointment)
- Mr. Daniel Dustin (FSU President's Appointment)
- Mr. Harold Knowles (FSU President's Appointment)
- Mr. Russ Morcum (FSU President's Appointment)
- Ms. Lee Hinkle (FSU President's Appointment)
- Ms. Mary Coburn (FSU President's Appointment)
- Mr. Tony Carvalho (FSU President's Appointment)
- Ms. Rosalind Fuse-Hall (FAMU President's Appointment)
- Mr. Gallop Franklin (FAMU President's Appointment)
- Mayor John Marks (Mayor's Appointment)
- *Chairman's Appointment Currently Vacant*

Traditionally, the County's appointments have consisted of a commissioner appointed annually by the Chairman and a citizen appointment made by the full Board; however the special act which established the CCA states that the appointments must be made by the chairman and must serve four-year terms. Currently, Mr. Phil Blank is serving as the full Board's appointment. His term expires on June 30, 2012.

The Chairman's appointment was former Commissioner Bob Rackleff and as result is presently vacant. County Policy 98-6 requires the appointment of one commissioner by the Chairman annually. Chapter 2004-435, Laws of Florida does not require the appointment of a commissioner to the CCA. Staff will bring back an agenda item to consider the current County representation on the CCA.

Educational Facilities Authorities (EFA)

The EFA provides mechanism for the financing of educational facilities in Leon County. Its authority is set forth in Chapter 243.22, Florida Statutes. In accordance with the law, the EFA consists of seven members, and each member is appointed by the Board to serve a term of five years (one appointment for each commissioner). At least one member must be a trustee, director, or employee of an institution for higher education. The members are as follows:

- Bob Kellam, Chairman
- Liz Maryanski
- Henry Lewis
- Craig Fletcher
- William Hilaman
- Randy Guemple
- Joe Weil

There has been previous Board discussion regarding establishing a position on the EFA for a Commissioner Representative, however it remains the only authority with a membership structure that does not include a County Commissioner.

Minimum Administrative Standards

As previously mentioned the Board directed staff provide minimum administrative standards for committees such as the LCRDA, CCA, and EFA. Staff has compiled best management practices for non-profit/governmental organizations for the areas of financing, purchasing and human resources that the Board may wish to forward to each respective Authority (Attachment #2). It includes the Clark Nuber's Internal Control Best Practices for Not-For-Profit Organizations, general minimum purchasing standards referenced by the National Institute of Governmental Purchasing, Institute for Supply Management, and National Association of Educational Procurement, and Common Human Resource Best Practices for Organizations prepared by Leon County Human Resources.

The standards that have been identified are regularly utilized by the County to provide effective and efficient operation and services to the citizenry. Should the Board forward the attached standards, a memorandum will be prepared under the Chairman's signature with the prepared materials requesting that each entity adopt the identified standards.

Options:

1. Accept staff review of the structures of the Leon County Research and Development Authority, Civic Center Authority, and Educational Facilities Authority.
2. Direct staff to forward the minimum administrative standards for the areas of financing, purchasing and human resources to each authority.
3. Do not accept staff review of the structures of the Leon County Research and Development Authority, Civic Center Authority, and Educational Facilities Authority.
4. Board Direction.

Recommendation:

Options #1 and #2.

Attachments:

1. County Attorney's Memorandum on Materials Regarding the Structure of the Leon County Research and Development Authority, Civic Center Authority, and Educational Facilities Authority
2. Minimum Administrative Standards for Leon County Authorities

16. **Acceptance of the Leon County Educational Facilities Authority's (EFA) FY 2009 Annual Report and Audit**

Commissioner Desloge requested that the item be pulled for further discussion.

Speaker:

- Curtis Baynes, 1323 E. Tennessee St., suggested that the County divest itself from Southgate, as it is currently off the tax roll and could generate \$263,000 in property taxes for local government.

Commissioner Desloge stated that the Board should be proactive with the independent authorities and suggested that minimum standards be established for all the entities, such as Innovation Park, Civic Center, and EFA.

Commissioner Desloge moved, duly seconded by Commissioner Akinyemi, to approve Option 1, as amended: Accept the Leon County Educational Facilities Authority's FY09 Annual Report and Audit. In addition, direct staff to bring back an agenda item with minimum administrative standards for the governance of entities such as Innovation Park, Civic Center, EFA, etc.

Chairman Rackleff expressed support for the motion and agreed that uniform minimum standards for transparency, accountability, etc have been missing and are much needed.

Commissioner Proctor requested staff also conduct a cost benefit analysis and marketability study of the properties owned by the EFA.

Commissioner Akinyemi clarified that the County does not own any property through the EFA and secondly the organization has a definitive plan in place and is moving forward with its implementation.

Commissioner Desloge amended his motion to include a request that staff to find a way for the Board to appoint a liaison to the EFA.

The motion as amended carried 7-0.

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

To: Kim Dressel
Assistant to County Administrator

From: Herbert W. A. Thiele, Esq. 
County Attorney

Date: November 16, 2010

Subject: Background Materials on Structure of EFA, LCRDA and Civic Center Authority

Attached please find the background materials on the creation and structure of the Leon County Research & Development Authority, the Educational Facilities Authority and the Leon County Civic Center Authority per your request.

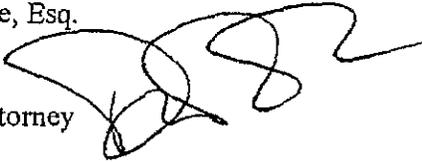
Should you need anything further, please contact the County Attorney's Office.

HWAT:eal
Attachments

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

TO: Christine Coble, Agenda Coordinator

FROM: Herbert W. A. Thiele, Esq.
County Attorney
Daniel J. Rigo, Esq.
Assistant County Attorney 

DATE: October 19, 2010

SUBJECT: Amendments BCC Policy 98-6;
Leon County Research and Development Authority (LCRDA);
Appointment of County Commissioner to LCRDA Board of Governors

This memorandum responds to your request for legal advice regarding proposed amendments to BCC Policy 98-6, Membership on Boards, Committees, Councils, and Authorities ("Policy 98-6") and the manner in which the Board of County Commissioners (BCC) appoints its County Commissioner member to the LCRDA Board of Governors. As the Agenda Coordinator, according to Policy 98-6, you became responsible in December 2007 for the administration and maintenance of the list of Chairman's appointments. It has recently come to our attention that the manner of the appointment of the County Commissioner member to the LCRDA, as currently provided in Policy 98-6, is inconsistent with the statutory requirements for membership and will need to be revised as provided below.

The LCRDA was established by BCC Ordinance No. 80-68 in accordance with Fla. Stat. §159.703(1)¹ and codified in the Leon County Code of Laws at Chapter 2, Article III, Division 2. The membership the LCRDA is specifically addressed in the Florida Statutes at Section 159.703(3)² (the "Membership Statute") and in the Leon County Code at Section 2-57 (the "Membership Code"),³ each of which requires designation of the membership by duly enacted BCC resolution. The Membership Statute further requires BCC appointment of not less than five persons, each of whom shall serve four year terms. In addition to those five or more members appointed by the BCC, the Membership Statute provides for the membership of the Presidents of FSU and FAMU who, by statute, serve ex officio with no specific term.

The BCC resolution designating the current LCRDA nine-member Board of Governors was adopted on June 14, 2005 (the "LCRDA Membership Resolution").⁴ Four of the members, namely the Mayor and the Presidents of FSU, FAMU, and TCC, are appointed by virtue of the office or position they hold. As such, those four members are considered to serve in an ex officio capacity and, by statute, have no specific term of service. The remaining five members must therefore by necessity be considered to be the statutorily required five persons appointed by the full BCC to each serve four-year terms. Based on our reading of Policy 98-6 together with

the Membership Statute, the Membership Code, and the Membership Resolution, those five members must comprise four individuals and a County Commissioner.

According to our review of BCC agenda requests and minutes available on the County's website, the appointment of the County Commissioner member to the LCRDA has historically been for a term of four years and upon a vote of the full BCC.⁵ That process changed, however, with the BCC's June 26, 2007 acceptance of a status report on Board-Appointed Committees and Chairman's appointments, which reflected that the LCRDA County Commissioner member would be appointed by only the BCC Chairman and for a term of only one year. That change was later incorporated into an amendment to Policy 98-6 on February 26, 2008. In order to comply with the requirements of the Membership Statute, we advise that Policy 98-6 be revised to reflect the appointment of the LCRDA County Commissioner member by the full BCC and for a term of four years.

If you have any questions or comments regarding this matter, please do not hesitate to contact our office.

HWAT/DJR/dr

cc: Parwez Alam, County Administrator
Vince Long, Deputy County Administrator
Kim Dressel, Sr. Assistant to the County Administrator

¹ **159.703. Creation of research and development authorities**

(1) Subject to the provisions of this part, each county or group of counties may create by ordinance a local governmental body as a public body corporate and politic to be known as "_____ Research and Development Authority," hereafter referred to as "authority" or "authorities." Each of the authorities is constituted as a public instrumentality for the purposes of development, operation, management, and financing of a research and development park, and the exercise by an authority of the powers conferred by ss. 159.701-159.7095 shall be deemed and held to be the performance of an essential public purpose and function. . . .

² **159.703. Creation of research and development authorities**

(3) The resolution shall designate not less than five persons who are residents and electors of, or have their principal place of employment in, the county as members of the authority created for said county. Of the members first appointed, one shall serve for 1 year, one for 2 years, one for 3 years, and the remainder for 4 years and in each case until his or her successor is appointed and has qualified. *Thereafter, the board shall appoint for terms of 4 years each a member or members to succeed those whose terms expire.* In addition to the other members, the president of each affiliated institution of higher education, or the president's designee, shall be a member of the authority and shall serve *ex officio*. *Except as to members who serve ex officio, the board shall fill any vacancy for an unexpired term.* A member of the authority shall be eligible for reappointment. Any member of the authority may be removed by the board for misfeasance, malfeasance, or willful neglect of duty. Each member of the authority before entering upon his or her duties shall take and subscribe the oath or affirmation required by the State Constitution. A record of each such oath shall be filed with the Department of State and with the clerk of the circuit court. (emphasis added).

³ Sec. 2-57. **Membership; composition.**

There shall be no less than five members of the authority, in addition to one member who is a representative of, and recommended by the president of, Florida A & M University and another member who is a representative of, and recommended by the president of, Florida State University. The membership may also include at least one tenant of Innovation Park, and may include representatives of the private business sector from the following disciplines: Banking/Finance, Land Development/Real Estate, Marketing, and Land Use/Environmental Research. Membership to the authority shall be upon designation of the Board of County Commissioners by a duly enacted resolution of the Board. A nominating committee, composed of the County Administrator or his designee, who shall act as the committee's chairperson, the President of the Tallahassee/Leon County Economic Development Council, the Director of the National High Magnetic Field Laboratory at Innovation Park, the President of the Capital City Chamber of Commerce and the Director of the Florida State University/Florida A & M University College of Engineering, shall make recommendations to the Board of County Commissioners for appointment of members to the Authority.

⁴ Resolution R05-15:

**RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY,
FLORIDA, SETTING FORTH THE MEMBERSHIP OF THE LEON COUNTY
RESEARCH AND DEVELOPMENT AUTHORITY; PROVIDING FOR BYLAWS;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Florida Statutes Section 159.71, et. seq., sets forth the requirements for the creation, by Ordinance, of a Research and Development Authority by counties of the state; and

WHEREAS, in October of 1978 the Charter of the Leon County Research and Development Authority was executed, creating said authority; and,

WHEREAS, in 1980, the Leon County Board of County Commissioners adopted Ordinance No. 80-68 confirming and creating the existence of the Leon County Research and Development Authority (said Ordinance being codified in Chapter 2 of the Leon County Code of Laws at Section 2-57); and

WHEREAS, the Section 2-57 of the Leon County Code of Laws requires that there shall be no less than five members of the Leon County Research and Development Authority, which is herein proposed to be inclusive of an individual recommended by the President of Florida A & M University, an individual recommended by the President of Florida State University, the Mayor of the City of Tallahassee, or its designee, an individual recommended by the President of Tallahassee Community College, and five other individuals from Leon County as appointed by the Leon County Board of County Commissioners; and,

WHEREAS, the Leon County Board of County Commissioners wishes to memorialize an expansion of the membership of the Leon County Research and Development Authority by the adoption of this resolution setting forth the number of members and the composition of the Leon County Research and Development Authority; and,

WHEREAS, this adopted Resolution will serve to supersede Resolution No. R04-02.

NOW THEREFORE, BE IT RESOLVED, by the Leon County Board of County Commissioners as follows:

Section 1. That the Leon County Board of County Commissioners hereby ratifies and confirms the existence of the Leon County Research and Development Authority as set forth in Chapter 2 of the Code of Laws of Leon County and as provided for in Chapter 159, Florida Statutes.

Section 2. That the composition of the Leon County Research and Development Authority shall be nine (9) members, to be composed of the following:

- A) The President of Florida A & M University or its designee; and,
- B) The President of Florida State University or its designee; and,

-
- C) The Mayor of the City of Tallahassee or its designee; and,
 - D) The President of Tallahassee Community College or its designee; and,
 - E) The Chairman of the Leon County Board of County Commissioners or its designees; and,
 - F) Four other individuals from Leon County as selected by the Leon County Board of County Commissioners.

Section 3. That those appointments to the Leon County Research and Development Authority pursuant to Section 2(F) above, shall be by a majority vote of the Board of County Commissioners.

Section 4. That the Leon County Research and Development Authority is hereby directed to amend their bylaws to include the new composition and number of members of the Authority as set forth herein.

Section 5. That this Resolution shall supersede Resolution No. 04-02 and these changes shall take effect on June 14, 2005, and apply thereafter.

Proposed, presented, and passed this _____ day of _____, 2005.

⁵ See, BCC meeting on November 24, 1998, Agenda Item 30 and associated minutes reflecting a unanimous vote to appoint Commissioner Host to serve on the LCRDA; and BCC meeting on July 11, 2000, Agenda Item 24 and associated minutes reflecting a unanimous vote to appoint Commissioner Sauls to fill the Commissioner vacancy on the LCRDA.

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, CREATING THE LEON COUNTY EDUCATIONAL FACILITIES AUTHORITY PURSUANT TO CHAPTER 243, PART II, FLORIDA STATUTES; APPOINTING THE INITIAL MEMBERS OF THE AUTHORITY; PROVIDING THAT NEITHER THE FUNDS NOR THE FAITH AND CREDIT OF THE COUNTY SHALL BE OBLIGATED BY THE AUTHORITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners finds that the youth of Leon County do not have the fullest opportunity to learn and to develop their intellectual and mental capacities because there is a shortage of educational facilities or projects at the institutions for higher education located within the county; and

WHEREAS, the Board of County Commissioners declares that there is a need in Leon County for an educational facilities authority as authorized by Chapter 243, Part II, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA;

Section 1. Creation of Authority. Pursuant to Chapter 243,, Part II, Florida Statutes, and upon its motion, the

Board of County Commissioners does hereby create the Leon County Educational Facilities Authority consisting of seven members, as described herein, and one of such members shall be a trustee, director, officer, or employee of an institution for higher education located in Leon County.

Section 2. Appointment of Initial Members and Term of Each. The initial members of the Authority and the term of each (from the date this Resolution becomes effective) is as follows:

- | | |
|----------------------|-------------|
| 1. Penny Dehler | One Year |
| 2. Jerry Draper | Two Years |
| 3. Richard E. Flamer | Three Years |
| 4. Bob Kellum | Four Years |
| 5. John Kraft | Four Years |
| 6. Marshall Miller | Five Years |
| 7. Ray Solomon | Five Years |

Section 3. Organization of Authority. Of the members first appointed, one shall serve for one year, one for two years, one for three years, two for four years, and two for five years, and in each case until his successor is appointed and has qualified. Thereafter, the Commission shall appoint for terms of five years each a member or

members to succeed those whose terms expire. The Commission shall fill any vacancy for an unexpired term. A member of the Authority shall be eligible for reappointment. Any member of the Authority may be removed by the Commission for misfeasance, malfeasance or willful neglect of duty. Each member of the Authority before entering upon his duties shall take and subscribe the oath or affirmation required by the State Constitution. A record of each such oath shall be filed in the office of the Secretary of State and with the Clerk. The Authority shall annually elect one of its members as Chairman and one as Vice-Chairman, and shall also appoint an executive director who shall not be a member of the Authority and who shall serve at the pleasure of the Authority and shall receive such compensation as shall be fixed by the Authority. The Executive Director shall keep a record of the proceedings of the Authority and shall be custodian of all books, documents, and papers filed with the Authority and of the minute book or journal of the Authority and of its official seal. He may cause copies to be made of all minutes and other records and documents of the Authority and may give certificates under the official seal of the Authority to the effect that such copies are true copies,

and all persons dealing with the Authority may rely upon such certificates. A majority of the Authority shall constitute a quorum and the affirmative vote of a majority of the members present at a meeting of the Authority shall be necessary for any action taken by an Authority; provided, however, any action may be taken by an Authority with the unanimous consent of all of the members of the Authority. No vacancy in the membership of the Authority shall impair the right of a quorum to exercise all the rights and perform all the duties of the Authority. Any action taken by the Authority under the provisions of Chapter 243 may be authorized by resolution at any regular or special meeting, and each such resolution shall take effect immediately and need not be published or posted. The members of the Authority shall receive no compensation for the performance of their duties hereunder, but each such member shall be paid his necessary expenses incurred while engaged in the performance of such duties. Notwithstanding any other law to the contrary, it shall not be or constitute a conflict of interest for a trustee, director, officer, or employee of an institution for higher education to serve as a member of the Authority.

Section 4. Powers of Authority. The Authority is vested with those powers specified in Chapter 243, Part II, and no other powers or authority, such powers to be exercised in accordance with the provisions of Chapter 243, Part II.

Section 5. Expenses. All expenses incurred in carrying out the provisions of Chapter 243 shall be payable solely from funds provided under the authority of Chapter 243 and no liability or obligations shall be incurred by an Authority hereunder beyond the extent to which moneys shall have been provided under the provisions of Chapter 243. Neither the notes, bonds nor any other obligation incurred by the Authority shall be deemed a pledge of the faith or credit of Leon County nor shall any act or inaction of the Authority directly or indirectly or contingently obligate Leon County to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

Section 6. Reports. Within the first ninety (90) days of each calendar year, the Authority shall make a report to the governing body of the county of its activities for the preceding calendar year. Each such report shall set forth a

complete operating and financial statement covering its operations during such year. The Authority shall cause an audit of its books and accounts to be made at least once each year by certified public accountants and the cost thereof shall be paid by the Authority from funds available to it pursuant to Chapter 243.

Section 7. Effective Date. The provisions of this resolution shall become effective upon its enactment.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 17th day of July, 1990.

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

By: [Signature]
Gary Yordon, Chairman

APPROVED AS TO FORM:

[Signature]
Herbert W.A. Thiele, Esq.

County Attorney

By: [Signature]
Sam Hurst
Deputy Clerk

shall be validated, and said board's capacity to act in such cases ratified and confirmed.

History.—s. 1, 2, 4, ch. 69-404, ss. 27, 35, ch. 69-106; s. 12, ch. 75-302; s. 1, ch. 79-216, s. 116, ch. 79-222; ss. 1, 2, ch. 80-359; s. 4, ch. 82-137; s. 44, ch. 82-241.

PART II

COUNTIES HIGHER EDUCATIONAL FACILITIES AUTHORITIES LAW

- 243.18 Short title.
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 243.35 Legal investment.
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 243.37 State agreement.
 243.38 Alternate means.
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 243.40 Provisions of part controlling.

243.18 Short title.—Part II of chapter 243, may be referred to as the "Higher Educational Facilities Authorities Law."

History.—s. 1, ch. 69-345

243.19 Findings and declaration of necessity.—It is declared that for the benefit of the people of the state, the increase of their commerce, welfare, and prosperity, and the improvement of their health and living conditions, it is essential that this and future generations of youth be given the fullest opportunity to learn and to develop their intellectual and mental capacities; that it is essential that institutions for higher education within each county in the state be provided with appropriate additional means to assist such youth in achieving the required levels of learning and development of their intellectual and mental capacities and that it is the purpose of part II of this chapter to provide a measure of assistance and an alternate method to enable institutions of higher education in each county of this state to provide the facilities and structures which are sorely needed to accomplish the purposes of this part. The necessity in the public interest of the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

History.—s. 2, ch. 69-345.

243.20 Definitions.—The following terms, wherever used or referred to in this part of chapter 243 shall have the following respective meanings, unless a different meaning clearly appears from the context:

(1) "Authority" or "educational facilities authority" means any of the public corporations created by s. 243.21 or any board, body, commission, department, or officer of the county succeeding to the principal functions thereof or to whom the powers conferred upon each authority by this part shall be given by this part.

(2) "Commission" means the board of county commissioners or other legislative body charged with governing the county (as the case may be).

(3) "Clerk" means the clerk of the commission or the officer of the county charged with the duties customarily imposed upon the clerk thereof.

(4) "Real property" includes all lands, including improvements and fixtures thereon, and any property of any nature appurtenant thereto, or used in connection therewith and every estate, interest and right, legal or equitable, therein, including terms for years and liens by way of judgment, mortgage or otherwise and the indebtedness secured by such liens.

(5) "Project" means a structure suitable for use as a dormitory or other housing facility, dining hall, student union, administration building, academic building, library, laboratory, research facility, classroom, athletic facility, health care facility, and maintenance, storage, or utility facility, and other structures or facilities related thereto, or required thereto, or required or useful for the instruction of students, or the conducting of research, or the operation of an institution for higher education, including parking and other facilities or structures, essential or convenient for the orderly conduct of such institution for higher education and shall also include equipment and machinery and other similar items necessary or convenient for the operation of a particular facility or structure in the manner for which its use is intended but shall not include such items as books, fuel, supplies or other items which are customarily deemed to result in a current operating charge.

(6) "Cost," as applied to a project or any portion thereof financed under the provisions of this part, embraces all or any part of the cost of construction and acquisition of all lands, structures, real or personal property, rights, rights-of-way, franchises, easements and interests acquired or used for a project, the cost of demolishing or removing any buildings or structures on land so acquired, including the cost of acquiring any lands to which such buildings or structures may be removed, the cost of all machinery and equipment, financing charges, interest prior to, during and for a period of 30 months after completion of such construction, provisions for working capital, reserves for principal and interest and for extensions, enlargements, additions and improvements, cost of engineering, financial and legal services, plans, specifications, studies, surveys, estimates of cost and of revenues, administrative expenses, expenses necessary or incident to determining the feasibility or practicability of constructing the project and such other expenses as may be necessary or incident to the construction and acquisition of the project, the financing of such

construction and acquisition and the placing of the project in operation.

(7) "Bonds" or "revenue bonds" mean revenue bonds of the authority issued under the provisions of this part, including revenue refunding bonds, notwithstanding that the same may be secured by mortgage or the full faith and credit of a participating institution for higher education or any other lawfully pledged security of a participating institution for higher education.

(8) "Institution for higher education" means an educational institution which by virtue of law or charter is an accredited, nonprofit educational institution empowered to provide a program of education beyond the high school level.

(9) "Participating institution" means an institution for higher education which, pursuant to the provisions of this part, shall undertake the financing and construction or acquisition of a project or shall undertake the refunding or refinancing of obligations or of a mortgage or of advances as provided in and permitted by this part.

History.—s. 3, ch. 69-345.

243.21 Creation of educational facilities authorities.—

(1) In each county there is hereby created a public body corporate and politic to be known as the "_____ County Educational Facilities Authority." Each of said authorities is constituted as a public instrumentality and the exercise by an authority of the powers conferred by this part shall be deemed and held to be the performance of an essential public function. Each of said authorities shall not transact any business or exercise any power hereunder until and unless the commission by proper ordinance or resolution shall declare that there is a need for an authority to function in such county. The determination as to whether there is such need for an authority to function:

(a) May be made by the commission on its own motion, or

(b) Shall be made by the commission upon filing of a petition signed by 25 residents of the county asserting that there is need for an authority to function in such county and requesting that the commission so declare.

(2) The commission may adopt the ordinance or resolution declaring that there is need for an educational facilities authority in the county if it shall find that the youth of the county do not have the fullest opportunity to learn and to develop their intellectual and mental capacities because there is a shortage of educational facilities or projects at the institutions for higher education located within the county.

(3) In any suit, action, or proceeding involving the validity or enforcement of or relating to any contract of the authority, the authority shall be conclusively deemed to have been established and authorized to transact business and exercise its powers hereunder upon proof of the adoption of an ordinance or resolution by the commission declaring the need for the authority. Such ordinance or resolution shall be sufficient if it declares that there is such a need for an authority in the county. A copy of such ordinance or resolution duly certified by the clerk shall be admissible in evidence in any suit, action or proceeding.

(4) The aforementioned ordinance or resolution shall designate not less than five persons as members of the authority created for said county. One of such members shall be a trustee, director, officer, or employee of an institution for higher education if there be such an institution located in such county. Of the members first appointed, one shall serve for 1 year, one for 2 years, one for 3 years, one for 4 years, and the remainder for 5 years, and in each case until his successor is appointed and has qualified. Thereafter, the commission shall appoint for terms of 5 years each a member or members to succeed those whose terms expire. The commission shall fill any vacancy for an unexpired term. A member of the authority shall be eligible for reappointment. Any member of the authority may be removed by the commission for misfeasance, malfeasance, or willful neglect of duty. Each member of the authority before entering upon his duties shall take and subscribe the oath or affirmation required by the State Constitution. A record of each such oath shall be filed in the office of the Department of State and with the clerk.

(5) The authority shall annually elect one of its members as chairman and one as vice chairman, and shall also appoint an executive director who shall not be a member of the authority and who shall serve at the pleasure of the authority and receive such compensation as shall be fixed by the authority.

(6) The executive director shall keep a record of the proceedings of the authority and shall be custodian of all books, documents and papers filed with the authority and of the minute book or journal of the authority and of its official seal. He may cause copies to be made of all minutes and other records and documents of the authority and may give certificates under the official seal of the authority to the effect that such copies are true copies, and all persons dealing with the authority may rely upon such certificates.

(7) A majority of the members of the authority shall constitute a quorum, and the affirmative vote of a majority of the members present at a meeting of the authority shall be necessary for any action taken by an authority; provided, however, any action may be taken by an authority with the unanimous consent of all of the members of an authority. No vacancy in the membership of the authority shall impair the right of a quorum to exercise all the rights and perform all the duties of the authority. Any action taken by the authority under the provisions of this part may be authorized by resolution at any regular or special meeting, and each such resolution shall take effect immediately and need not be published or posted.

(8) The members of the authority shall receive no compensation for the performance of their duties hereunder but each such member shall be paid his necessary expenses incurred while engaged in the performance of such duties.

(9) Notwithstanding any other law to the contrary, it shall not be or constitute a conflict of interest for a trustee, director, officer, or employee of an institution for higher education to serve as a member of the authority.

History.—s. 4, ch. 69-345; ss. 10, 35, ch. 69-106; s. 4, ch. 86-214.

243.22 Powers of authority.—The purpose of the authority shall be to assist institutions for higher education.

tion in the construction, financing, and refinancing of projects, and for this purpose the authority is authorized and empowered:

(1) To have perpetual succession as a body politic and corporate and to adopt bylaws for the regulation of its affairs and the conduct of its business.

(2) To adopt an official seal and alter the same at pleasure.

(3) To maintain an office at such place or places in the county as it may designate.

(4) To sue and be sued in its own name, and plead and be impleaded.

(5) To determine the location and character of any project to be financed under the provisions of this part; and

(a) To construct, reconstruct, maintain, repair, operate, lease as lessee or lessor and regulate the same;

(b) To enter into contracts for any or all of such purposes;

(c) To enter into contracts for the management and operation of a project; and

(d) To designate a participating institution for higher education as its agent to determine the location and character of a project undertaken by such participating institution for higher education under the provisions of this part and as the agent of the authority, to construct, reconstruct, maintain, repair, operate, lease as lessee or lessor, and regulate the same, and, as the agent of the authority, to enter into contracts for any or all of such purposes, including contracts for the management and operation of such project.

(6) To issue bonds, bond anticipation notes and other obligations of the authority for any of its corporate purposes, and to fund or refund the same, all as provided in this part.

(7) Generally, to fix and revise from time to time and charge and collect rates, rents, fees and charges for the use of and for the services furnished or to be furnished by a project or any portion thereof and to contract with any person, partnership, association, or corporation or other body public or private in respect thereof.

(8) To establish rules and regulations for the use of a project or any portion thereof and to designate a participating institution for higher education as its agent to establish rules and regulations for the use of a project undertaken by such participating institution for higher education.

(9) To employ consulting engineers, architects, attorneys, accountants, construction and financial experts, superintendents, managers, and such other employees and agents as may be necessary in its judgment, and to fix their compensation.

(10) To receive and accept from any public agency loans or grants for or in aid of the construction of a project or any portion thereof, and to receive and accept loans, grants, aid, or contributions from any source of either money, property, labor, or other things of value, to be held, used, and applied only for the purposes for which such loans, grants, aid, and contributions are made.

(11) To mortgage any project and the site thereof for the benefit of the holders of revenue bonds issued to finance such projects.

(12) To make loans to any participating institution for higher education for the cost of a project in accordance with an agreement between the authority and the participating institution for higher education; provided no such loan shall exceed the total cost of the project as determined by the participating institution for higher education and approved by the authority.

(13) To make loans to a participating institution for higher education to refund outstanding obligations, mortgages or advances issued, made or given by such participating institution for higher education for the cost of a project.

(14) To charge to and equitably apportion among participating institutions for higher education its administrative costs and expenses incurred in the exercise of the powers and duties conferred by this part.

(15) To do all things necessary or convenient to carry out the purposes of this part.

History.—s. 5, ch. 69-345.

243.23 Payment of expenses.—All expenses incurred in carrying out the provisions of this part shall be payable solely from funds provided under the authority of this part, and no liability or obligation shall be incurred by an authority hereunder beyond the extent to which moneys shall have been provided under the provisions of this part.

History.—s. 6, ch. 69-345.

243.24 Acquisition of real property.—The authority is authorized and empowered, directly or by and through a participating institution for higher education as its agent, to acquire by purchase solely from funds provided under the authority of this part, or by gift or devise, such lands, structures, property, real or personal, rights, rights-of-way, franchises, easements, and other interests in lands, including lands lying under water and riparian rights, which are located within or without the state as it may deem necessary or convenient for the construction or operation of a project, upon such terms and at such prices as may be considered by it to be reasonable and can be agreed upon between it and the owner thereof, and to take title thereto in the name of the authority or in the name of a participating institution for higher education as its agent.

History.—s. 7, ch. 69-345.

243.25 Conveyance of title or interest to participating institutions.—When the principal of and interest on revenue bonds of the authority issued to finance the cost of a particular project or projects at a participating institution for higher education, including any revenue refunding bonds issued to refund and refinance such revenue bonds, have been fully paid and retired or when adequate provision has been made fully to pay and retire the same, and all other conditions of the resolution or trust agreement authorizing and securing the same have been satisfied and the lien of such resolution or trust agreement has been released in accordance with the provisions thereof, the authority shall promptly do such things and execute such deeds and conveyances as are necessary and required to convey title to such project or projects to such participating institution for higher education, free and clear of all liens and encum-

brances, all to the extent that title to such project or projects shall not, at the time, then be vested in such participating institution for higher education.

History.—s. 8, ch. 69-345.

243.26 Notes of authority.—The authority is authorized from time to time to issue its negotiable notes for any corporate purpose and renew from time to time any notes by the issuance of new notes, whether the notes to be renewed have or have not matured. The authority may issue notes partly to renew notes or to discharge other obligations then outstanding and partly for any other purpose. The notes may be authorized, sold, executed and delivered in the same manner as bonds. Any resolution or resolutions authorizing notes of the authority or any issue thereof may contain any provisions which the authority is authorized to include in any resolution or resolutions authorizing revenue bonds of the authority or any issue thereof, and the authority may include in any notes any terms, covenants or conditions which it is authorized to include in any bonds. All such notes shall be payable solely from the revenues of the authority, subject only to any contractual rights of the holders of any of its notes or other obligations then outstanding.

History.—s. 9, ch. 69-345.

243.27 Revenue bonds.—

(1) The authority is authorized from time to time to issue its negotiable revenue bonds for any corporate purpose. In anticipation of the sale of such revenue bonds, the authority may issue negotiable bond anticipation notes and may renew the same from time to time, but the maximum maturity of any such note, including renewals thereof, shall not exceed 5 years from the date of issue of the original note. Such notes shall be paid from any revenues of the authority available therefor and not otherwise pledged, or from the proceeds of sale of the revenue bonds of the authority in anticipation of which they were issued. The notes shall be issued in the same manner as the revenue bonds. Such notes and the resolution or resolutions authorizing the same may contain any provisions, conditions, or limitations which a bond resolution of the authority may contain.

(2) The revenue bonds and notes of every issue shall be payable solely out of revenues of the authority, subject only to any agreements with the holders of particular revenue bonds or notes pledging any particular revenues. Notwithstanding that revenue bonds and notes may be payable from a special fund, they shall be and be deemed to be for all purposes negotiable instruments, subject only to the provisions of the revenue bonds and notes for registration.

(3) The revenue bonds may be issued as serial bonds or as term bonds; or the authority, in its discretion, may issue bonds of both types. The revenue bonds shall be authorized by resolution of the members of the authority and shall bear such date or dates, mature at such time or times not exceeding 50 years from their respective dates, bear interest at such rate or rates, be payable at such time or times, be in such denominations, be in such form, either coupon or registered, carry such registration privileges, be executed in such manner, be payable in lawful money of the United States at such place or places, and be subject to such terms of

redemption, as such resolution or resolutions may provide. The revenue bonds or notes may be sold at public or private sale for such price or prices as the authority shall determine. Pending preparation of the definitive bonds, the authority may issue interim receipts or certificates which shall be exchanged for such definitive bonds.

(4) Any resolution or resolutions authorizing any revenue bonds or any issue of revenue bonds may contain provisions, which shall be a part of the contract with the holders of the revenue bonds to be authorized, as to:

(a) Pledging of all or any part of the revenues of a project or any revenue-producing contract or contracts made by the authority with any individual, partnership, corporation, or association or other body, public or private, to secure the payment of the revenue bonds or of any particular issue of revenue bonds, subject to such agreements with bondholders as may then exist.

(b) The rentals, fees, and other charges to be charged, and the amounts to be raised in each year thereby, and the use and disposition of the revenues.

(c) The setting aside of reserves or sinking funds, and the regulation and disposition thereof.

(d) Limitations on the right of the authority or its agent to restrict and regulate the use of the project.

(e) Limitations on the purpose to which the proceeds of sale of any issue of revenue bonds then or thereafter to be issued may be applied and pledging such proceeds to secure the payment of the revenue bonds or any issue of the revenue bonds.

(f) Limitations on the issuance of additional bonds, the terms upon which additional bonds may be issued and secured and the refunding of outstanding bonds.

(g) The procedure, if any, by which the terms of any contract with bondholders may be amended or abrogated, the amount of bonds the holders of which must consent thereto, and the manner in which such consent may be given.

(h) Limitations on the amount of moneys derived from the project to be expended for operating, administrative, or other expenses of the authority.

(i) The acts or omissions to act which shall constitute a default in the duties of the authority to holders of its obligations and providing the rights and remedies of such holders in the event of a default.

(j) The mortgaging of a project and the site thereof for the purpose of securing the bondholders.

(5) Neither the members of the authority nor any person executing the revenue bonds or notes shall be liable personally on the revenue bonds or notes or be subject to any personal liability or accountability by reason of the issuance thereof.

(6) The authority shall have power out of any funds available therefor to purchase its bonds or notes. The authority may hold, pledge, cancel, or resell such bonds subject to and in accordance with agreements with bondholders.

History.—s. 10, ch. 69-345, s. 23, ch. 73-302, s. 1, ch. 77-174; s. 2, ch. 81-195.

243.28 Security of bondholders.—In the discretion of the authority any revenue bonds issued under the provisions of this part may be secured by a trust agreement by and between the authority and a corporate trustee

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or trustees, which may be any trust company or bank having the powers of a trust company within or without the state. Such trust agreement or the resolution providing for the issuance of such revenue bonds may pledge or assign the revenues to be received or proceeds of any contract or contracts pledged and may convey or mortgage the project or any portion thereof. Such trust agreement or resolution providing for the issuance of such revenue bonds may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including particularly such provisions as have hereinabove been specifically authorized to be included in any resolution or resolutions of the authority authorizing revenue bonds thereof. Any bank or trust company incorporated under the laws of this state which may act as depository of the proceeds of bonds or of revenues or other moneys may furnish such indemnifying bonds or pledge such securities as may be required by the authority. Any such trust agreement may set forth the rights and remedies of the bondholders and of the trustee or trustees, and may restrict the individual right of action by bondholders. In addition to the foregoing, any such trust agreement or resolution may contain such other provisions as the authority may deem reasonable and proper for the security of the bondholders. All expenses incurred in carrying out the provisions of such trust agreement or resolution may be treated as a part of the cost of the operation of a project.

History.—s. 11, ch. 69-345

243.29 Payment of bonds.—Revenue bonds issued under the provisions of this part shall not be deemed to constitute a debt or liability of the state or of the county or a pledge of the faith and credit of the state or of any such county, but shall be payable solely from the funds herein provided therefor from revenues. All such revenue bonds shall contain on the face thereof a statement to the effect that neither the State of Florida nor the authority shall be obligated to pay the same or the interest thereon except from revenues of the project or the portion thereof for which they are issued and that neither the faith and credit nor the taxing power of the state or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue bonds under the provisions of this part shall not directly or indirectly or contingently obligate the state or any political subdivision thereof to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

History.—s. 12, ch. 69-345, s. 1, ch. 77-174

243.30 Rates, rents, fees, and charges.—

(1) The authority is authorized to fix, revise, charge and collect rates, rents, fees and charges for the use of and for the services furnished or to be furnished by each project and to contract with any person, partnership, association or corporation, or other body, public or private, in respect thereof. Such rates, rents, fees and charges shall be fixed and adjusted in respect of the aggregate of rates, rents, fees and charges from such project so as to provide funds sufficient with other revenues, if any:

(a) To pay the cost of maintaining, repairing and operating the project and each and every portion thereof,

to the extent that the payment of such cost has not otherwise been adequately provided for.

(b) To pay the principal of and the interest on outstanding revenue bonds of the authority issued in respect of such project as the same shall become due and payable.

(c) To create and maintain reserves required or provided for in any resolution authorizing, or trust agreement securing, such revenue bonds of the authority.

Such rates, rents, fees and charges shall not be subject to supervision or regulation by any department, commission, board, body, bureau or agency of this state other than the authority.

(2) A sufficient amount of the revenues derived in respect of a project, except such part of such revenues as may be necessary to pay the cost of maintenance, repair and operation and to provide reserves and for renewals, replacements, extensions, enlargements and improvements as may be provided for in the resolution authorizing the issuance of any revenue bonds of the authority or in the trust agreement securing the same, shall be set aside at such regular intervals as may be provided in such resolution or trust agreement in a sinking or other similar fund which is hereby pledged to, and charged with, the payment of the principal of and the interest on such revenue bonds as the same shall become due, and the redemption price or the purchase price of bonds retired by call or purchase as therein provided. Such pledge shall be valid and binding from the time when the pledge is made; the rates, rents, fees and charges and other revenues or other moneys so pledged and thereafter received by the authority shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of any such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the authority, irrespective of whether such parties have notice thereof. Neither the resolution nor any trust agreement by which a pledge is created need be filed or recorded except in the records of the authority.

(3) The use and disposition of moneys to the credit of such sinking or other similar fund shall be subject to the provisions of the resolution authorizing the issuance of such bonds or of such trust agreement. Except as may otherwise be provided in such resolution or such trust agreement, such sinking or other similar fund shall be a fund for all such revenue bonds issued to finance projects at a particular institution for higher education without distinction or priority of one over another; provided the authority in any such resolution or trust agreement may provide that such sinking or other similar fund shall be the fund for a particular project at an institution for higher education and for the revenue bonds issued to finance a particular project and may, additionally, permit and provide for the issuance of revenue bonds having a subordinate lien in respect of the security herein authorized to other revenue bonds of the authority and, in such case, the authority may create separate sinking or other similar funds in respect of such subordinate lien bonds.

History.—s. 13, ch. 69-345.

243.31 Trust funds.—All moneys received pursuant to the authority of this part, whether as proceeds from the sale of bonds or as revenues, shall be deemed to be trust funds to be held and applied solely as provided in this part. Any officer with whom, or any bank or trust company with which, such moneys shall be deposited shall act as trustee of such moneys and shall hold and apply the same for the purposes hereof, subject to such regulations as this act and the resolution authorizing the bonds of any issue or the trust agreement securing such bonds may provide.

History.—s. 14, ch. 69-345

243.32 Remedies of bondholders.—Any holder of revenue bonds issued under the provisions of this part or any of the coupons appertaining thereto, and the trustee or trustees under any trust agreement, except to the extent the rights herein given may be restricted by any resolution authorizing the issuance of, or any such trust agreement securing, such bonds, may, either at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the state or granted hereunder or under such resolution or trust agreement, and may enforce and compel the performance of all duties required by this part or by such resolution or trust agreement to be performed by the authority or by any officer, employee or agent thereof, including the fixing, charging and collecting of the rates, rents, fees and charges herein authorized and required by the provisions of such resolution or trust agreement to be fixed, established and collected.

History.—s. 15, ch. 69-345

243.33 Tax exemption.—The exercise of the powers granted by this part will be in all respects for the benefit of the people of this state, for the increase of their commerce, welfare and prosperity, and for the improvement of their health and living conditions, and as the operation and maintenance of a project by the authority or its agent will constitute the performance of an essential public function, neither the authority nor its agent shall be required to pay any taxes or assessments upon or in respect of a project or any property acquired or used by the authority or its agents under the provisions of this part or upon the income therefrom, and any bonds issued under the provisions of this part, their transfer, and the income therefrom, including any profit made on the sale thereof, shall at all times be free from taxation of every kind by the state, the county and by the municipalities and other political subdivisions in the state. The exemption granted by this section shall not be applicable to any tax imposed by chapter 220 on interest, income or profits on debt obligations owned by corporations.

History.—s. 16, ch. 69-345, s. 7, ch. 73-327

243.34 Refunding bonds.—

(1) The authority is hereby authorized to provide for the issuance of revenue bonds of the authority for the purpose of refunding any revenue bonds of the authority then outstanding, including the payment of any redemption premium thereon and any interest accrued or to accrue to the earliest or subsequent date of redemption, purchase or maturity of such revenue bonds, and, if

deemed advisable by the authority, for the additional purpose of paying all or any part of the cost of constructing and acquiring additions, improvements, extensions or enlargements of a project or any portion thereof.

(2) The proceeds of any such revenue bonds issued for the purpose of refunding outstanding revenue bonds may, in the discretion of the authority, be applied to the purchase or retirement at maturity or redemption of such outstanding revenue bonds either on their earliest or any subsequent redemption date or upon the purchase or at the maturity thereof and may, pending such application, be placed in escrow to be applied to such purchase or retirement at maturity or redemption on such date as may be determined by the authority.

(3) Any such escrowed proceeds, pending use, may be invested and reinvested in direct obligations of the United States of America, or in certificates of deposit or time deposits secured by direct obligations of the United States, maturing at such time or times as shall be appropriate to assure the prompt payment, as to principal, interest and redemption premium, if any, of the outstanding revenue bonds to be so refunded. The interest, income, and profits, if any, earned or realized on any such investment may also be applied to the payment of the outstanding revenue bonds to be so refunded. After the terms of the escrow have been fully satisfied and carried out, any balance of such proceeds and interest, income and profits, if any, earned or realized on the investments thereof may be returned to the authority for use by it in any lawful manner.

(4) The portion of the proceeds of any such revenue bonds issued for the additional purpose of paying all or any part of the cost of constructing and acquiring additions, improvements, extensions or enlargements of a project may be invested and reinvested in direct obligations of the United States, or in certificates of deposit or time deposits secured by direct obligations of the United States, maturing not later than the time or times when such proceeds will be needed for the purpose of paying all or any part of such cost. The interest, income and profits, if any, earned or realized on such investment may be applied to the payment of all or any part of such cost or may be used by the authority in any lawful manner.

(5) All such revenue bonds shall be subject to the provisions of this part in the same manner and same extent as other revenue bonds issued pursuant to this part.

History.—s. 17, ch. 69-345

243.35 Legal investment.—Bonds issued by the authority under the provisions of this part are hereby securities in which all public officers and public bodies of the state and its political subdivisions, all insurance companies, trust companies, banking association investment companies, executors, administrators, trustees and other fiduciaries may properly and legally invest funds, including capital in their control or belonging to them. Such bonds are hereby made securities in which all public officers and public bodies of the state may properly and legally be deposited with and received by any state or municipal officer or any agency or political subdivision of the state for any purpose for which

deposit of bonds or obligations of the state is now or may hereafter be authorized by law.

243.36 Reports.—Within the first 90 days of each calendar year, the authority shall make a report to the governing body of the county of its activities for the preceding calendar year. Each such report shall set forth a complete operating and financial statement covering its operations during such year. The authority shall cause an audit of its books and accounts to be made at least once each year by certified public accountants and the cost thereof shall be paid by the authority from funds available to it pursuant to this part.

243.37 State agreement.—The state does hereby pledge to and agree with the holders of any obligations issued under this part, and with those parties who may enter into contracts with an authority pursuant to the provisions of this part, that the state will not limit or alter the rights hereby vested in the authority until such obligations, together with the interest thereon, are fully met and discharged and such contracts are fully performed on the part of the authority, provided nothing herein contained shall preclude such limitation or alteration if and when adequate provision shall be made by law for the protection of the holders of such obligations of an authority or those entering into such contracts with an authority. An authority is authorized to include this pledge

and undertaking for the state in such obligations or contracts.

243.38 Alternate means.—The foregoing sections of this part shall be deemed to provide an additional and alternative method for the doing of the things authorized thereby, and shall be regarded as supplemental and additional to powers conferred by other laws; provided the issuance of revenue bonds and revenue refunding bonds under the provisions of this part need not comply with the requirements of any other law applicable to the issuance of bonds. Except as otherwise expressly provided in this part, none of the powers granted to the authority under the provisions of this part shall be subject to the supervision or regulation or require the approval or consent of any municipality or political subdivision thereof or of the state.

243.39 Liberal construction.—This part, being necessary for the welfare of the state and its inhabitants, shall be liberally construed to effect the purposes hereof.

243.40 Provisions of part controlling.—To the extent that the provisions of this part are inconsistent with the provisions of any general statute or special act or parts thereof, the provisions of this part shall be deemed controlling.

CHAPTER 244

EDUCATIONAL COMPACTS

PART I SOUTHERN REGIONAL COMPACT (ss. 244.01-244.03)

PART II NATIONAL COMPACT (ss. 244.06, 244.08)

PART III COMPACT ON QUALIFICATIONS OF EDUCATIONAL PERSONNEL (ss. 244.09-244.11)

PART I

SOUTHERN REGIONAL COMPACT

- 244.01 Regional education; state policy.
244.02 Regional compact.
244.03 Copies to other states approving.

244.01 Regional education; state policy.—It is hereby declared to be the policy of the state to promote the development and maintenance of regional education services and facilities in the Southern States in the professional, technological, scientific, literary and other fields so as to provide greater educational advantages for the citizens of the state and the citizens in the several states in said region, and it is found and determined by the Legislature of the state that greater educational advantages and facilities for the citizens of the state in certain phases of the professional, technological, scientific, literary and other fields in education can best be accomplished by the development and maintenance of regional educational services and facilities, under the plan embodied in "The Regional Pact" hereinafter adopted; and this law shall be liberally construed to accomplish such purposes.

244.02 Regional compact.—The compact entered into by the state and other Southern States by and through their respective governors on February 8, 1948, as amended, relative to the development and maintenance of regional education services and schools in the Southern States in the professional, technological, scientific, literary and other fields so as to promote greater educational facilities for the citizens of the several states who reside in said region, a copy of said compact, as amended, being as follows:

THE REGIONAL COMPACT

(as amended)
WHEREAS, The States who are parties hereto have during the past several years conducted careful investigation looking toward the establishment and maintenance of jointly owned and operated regional educational institutions in the Southern States in the professional, technological, scientific, literary, and other fields, so as to provide greater educational advantages and facilities for the citizens of the several states who reside within such region; and
WHEREAS, Meharry Medical College of Nashville, Tennessee, has proposed that its lands, buildings, equipment, and the net income from its endowment be

turned over to the Southern States, or to an agency acting in their behalf, to be operated as a regional institution for medical, dental and nursing education upon terms and conditions to be hereafter agreed upon between the Southern States and Meharry Medical College, which proposal, because of the present financial condition of the institution, has been approved by the said states who are parties hereto; and

WHEREAS, the said states desire to enter into a compact with each other providing for the planning and establishment of regional educational facilities;

NOW, THEREFORE, in consideration of the mutual agreements, covenants and obligations assumed by the respective states who are parties hereto (hereinafter referred to as "states"), the said several states do hereby form a geographical district or region consisting of the areas lying within the boundaries of the contracting states which, for the purposes of this compact, shall constitute an area for regional education supported by public funds derived from taxation by the constituent states and derived from other sources for the establishment, acquisition, operation and maintenance of regional educational schools and institutions for the benefit of citizens of the respective states residing within the region so established as may be determined from time to time in accordance with the terms and provisions of this compact.

The states do further hereby establish and create a joint agency which shall be known as the Board of Control for Southern Regional Education (hereinafter referred to as the "board"), the members of which board shall consist of the governor of each state, ex officio, and four additional citizens of each state to be appointed by the governor thereof, at least one of whom shall be selected from the field of education, and at least one of whom shall be a member of the legislature of that state. The governor shall continue as a member of the board during his tenure of office as governor of the state, but the members of the board appointed by the governor shall hold office for a period of four years except that in the original appointments one board member so appointed by the governor shall be designated at the time of his appointment to serve an initial term of two years, one board member to serve an initial term of three years, and the remaining board member to serve the full term of four years; but hereafter the successor of each appointed board member shall serve the full term of four years. Vacancies on the board caused by death, resignation, refusal or inability to serve, shall be filled by appointment by the governor for the unexpired portion of the term. The officers of the board shall be a chairman,

An act relating to the Tallahassee-Leon County Civic Center Authority; codifying, amending, repealing, and reenacting the authority's special acts; providing for planning, developing, operating, and maintaining a comprehensive complex of civic, governmental, educational, recreational, convention, and entertainment facilities; providing for the method and manner of the election, selection, and terms of membership of the authority; providing powers, functions, privileges, duties, and responsibilities of the authority; providing for the issuance of bonds; providing for the rights and remedies of bondholders; providing for the sources of revenues to the authority; naming the Tallahassee-Leon County Civic Center; requiring the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation to issue a beverage license to the authority or its designee; providing severability; repealing chapters 72-605, 77-480, 79-502, and 81-494, Laws of Florida; providing an effective date.

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

Section 1. Pursuant to section 189.429, Florida Statutes, this act constitutes the codification of all special acts relating to the Tallahassee-Leon County Civic Center Authority. It is the intent of the Legislature to provide a single, comprehensive special act charter for the authority, including all current legislative enactments as herein provided and any additional authority granted by this act and chapter 189, Florida Statutes, as the same may be amended from time to time for the betterment of the citizens of the City of Tallahassee, Leon County, and the university community. It is further the intent of this act to preserve selected authority of the Tallahassee-Leon County Civic Center Authority while providing local authority and management services to Florida State University.

Section 2. Chapters 72-605, 77-480, 79-502, and 81-494, Laws of Florida, relating to the Tallahassee-Leon County Civic Center Authority, are codified, reenacted, amended, and repealed as herein provided.

Section 3. The charter of the Tallahassee-Leon County Civic Center Authority is re-created and reenacted to read:

Section 1. The Tallahassee-Leon County Civic Center Authority, hereinafter referred to as the authority, a local public agency, politic and corporate, is created for the purpose of planning, developing, operating, and maintaining a comprehensive complex of civic, governmental, educational, recreational, convention, and entertainment facilities for the use and enjoyment of the citizens of Leon County and the state. It is the finding of the Legislature that said purposes are essential public purposes.

Section 2. (1) The authority shall consist of a thirteen-member board composed of seven members appointed by the President of Florida State

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

University, one of these appointments shall be elected the chair, two members appointed by the President of Florida Agricultural and Mechanical University, two members appointed by the Mayor of the City of Tallahassee, and two members appointed by the Chair of the Leon County Board of County Commissioners. All members shall be appointed to serve staggered 4-year terms. In order to achieve staggered terms, beginning July 1, 2004, of the initial appointments by the President of Florida State University, three members shall serve 2-year terms, and one member appointed by the President of Florida Agricultural and Mechanical University, one member appointed by the mayor, and one member appointed by the Chair of the Leon County Board of County Commissioners shall serve 2-year terms.

(2) Upon the death or resignation of any member of the authority, a successor shall be appointed by the appropriate body for the unexpired term. The members shall not be entitled to any compensation for their duties except for actual expenses necessarily incurred in the performance of their duties.

(3) Each member shall serve until his or her successor shall be appointed. A majority of the members of the authority shall constitute a quorum. A vacancy in the authority shall not impair the rights of a quorum to exercise all the rights and perform all the duties of the authority.

(4) The authority shall elect one of its members as chair subject to subsection (1), one as vice chair, and one as secretary-treasurer.

Section 3. The following words and terms are defined as follows:

(1) "City" means the City of Tallahassee.

(2) "County" means Leon County.

(3) "Authority" means the Tallahassee-Leon County Civic Center Authority.

(4) "Civic, governmental, educational, recreational, convention, and entertainment facilities" means and includes facilities for all types of civic, governmental, educational, recreational, convention, and entertainment purposes, including, but not limited to, facilities for accommodating conferences, meetings, conventions, citizens' and taxpayers' gatherings, exhibitions, sporting events, dances, shows, plays, games, and like events.

(5) "Cost," as applied to any facility, means and includes all expenses as may be necessary or incident to acquisition, construction, or financing.

Section 4. The authority is hereby authorized and empowered:

(1) To sue and be sued.

(2) To contract.

(3) To adopt bylaws for the regulation of its affairs and the conduct of its business.

(4) To adopt an official seal.

(5) To purchase, acquire, develop, construct, improve, relocate, equip, maintain, and operate any auditorium, stadium, coliseum, or other similar facility, including motor vehicle parking therefor, which may be used in conjunction with the facility.

(6) To make a comprehensive, long-range master plan for the overall orderly development of a civic center complex, to develop detailed plans for specific facilities within the aforesaid master plan.

(7) To acquire by grant, purchase, lease, gift, devise, or condemnation all property, real or personal, or any estate, easement, franchise, or interest therein necessary, desirable, or convenient for the purposes of this act, which land shall be adjacent and contiguous to the civic center complex; to sell, lease, rent, transfer, or otherwise dispose of any property or any part thereof or interest therein; and to exercise all of its powers and authority with respect thereto.

(8) To borrow money and issue negotiable bonds, and to provide for the rights of the holders thereof, and to secure the payment of said bonds by a pledge of all or any portion of the revenues and other moneys legally available therefor, and, in general, to provide for the security of the bonds and the rights and remedies of the holders thereof.

(9) To fix and collect rates, rentals, fees, and charges for the use of any and all facilities owned by the authority, including, but not limited to, recreational, convention, entertainment, and parking facilities of the authority.

(10) To provide through contract or in-house service for the operation of food and beverage, parking, and other concessions relating to the operation of the recreational, convention, and entertainment facilities of the authority.

(11) To make and enter into all contracts and agreements and execute all instruments necessary or incidental to the performance of the duties imposed and the execution of the powers granted under this act and to employ such consulting services, engineers, superintendents, managers, construction and financial experts and attorneys, and such employees and agents as may, in the judgment of the authority, be deemed necessary and fix their compensation.

(12) To cooperate with and contract with the government of the United States or the state, or any agency or instrumentality of either thereof, or with any municipality, district, private corporation, copartnership, association, or individual in carrying out the powers granted in this act.

(13) To accept gifts of money or property, real or personal, from any individual or the federal, state, county, or municipal government.

(14) To provide use of the facility for graduation ceremonies for Florida Agricultural and Mechanical University, Tallahassee Community College, Florida State University, and public high schools in Leon County.

(15) The purpose of the Tallahassee-Leon County Civic Center Authority shall continue to be service to the community, community users, including, but not limited to, the university community, civic associations, and other not-for-profit groups within the service district. Furthermore, the city and county shall be assured of the option to locate a community performing arts center at the Tallahassee-Leon County Civic Center complex and shall consult with the authority regarding any location at the complex. A final decision regarding the location of the performing arts center shall be made no later than June 30, 2005. Should a community performing arts center be located at the Tallahassee-Leon County Civic Center, the usage shall be governed by the community.

(16) The Tallahassee-Leon County Civic Center Authority shall be a local public agency, politic and corporate primarily acting as an instrumentality or agency of the state, pursuant to section 768.28(2), Florida Statutes, for purposes of sovereign immunity.

Section 5. (1) The authority is hereby authorized to issue bonds from time to time in such principal amount as in the opinion of the authority shall be necessary to provide sufficient moneys for achieving its lawful purposes. Bonds shall be authorized by resolution of the members of the authority and shall bear such date or dates; mature at such time or times, not to exceed 40 years; bear interest at such rate or rates as shall be determined by the authority; be payable solely from all revenues and income of the authority, including the receipts from lease rentals and appropriations from the United States, the state, or any political subdivision thereof, in such medium of payment and at such place or places; be subject to such terms of redemption; and be entitled to such priorities of lien on the revenues and other available moneys as such resolution may provide. The bonds shall be executed either by manual or facsimile signature by such officers as the authority shall determine. Such bonds shall have the seal of the authority affixed or imprinted thereon. The bonds shall be sold at public or private sale and upon such terms and conditions as the authority deems in the best public interest.

(2) The authority may enter into any deeds of trust, indentures, or other agreements with any bank or trust company within or without the state as security for such bonds and may, under such agreements, assign and pledge all or any of the revenues and other available moneys pursuant to the terms of this act. Such deed of trust, indenture, or other agreement may contain such provisions as are customary in such instrument or as the authority may authorize, including, but not limited to, provisions as to:

(a) The pledging of all or any part of the revenues or other moneys lawfully available therefor.

(b) The application of funds and the safeguarding of funds on hand or on deposit.

(c) The rights and remedies of the trustees and the holders of the bonds.

(d) The terms and provisions of the bonds or the resolutions authorizing the issuance of the same.

(e) Any other or additional matters of like or different character that in any way may affect the security or protection of the bonds.

(3) The bonds issued pursuant to this act are hereby declared to be negotiable instruments and shall have all the qualities and incidents of negotiable instruments under the law merchant and the negotiable instruments law of the state.

Section 6. The boundaries of the Tallahassee-Leon County Civic Center Authority shall be coexistent with the boundaries of Leon County.

Section 7. The Civic Center facility shall continue to be named the "Donald L. Tucker Civic Center" and referred to as such in all publications, advertisements, notices, and other such documents in recognition of the untiring and unselfish efforts of Donald L. Tucker in his years of service as a representative of the district encompassing Tallahassee and Leon County and in recognition and appreciation of the invaluable service he has provided to his constituency and to the state by his efforts in bringing about the construction of this complex.

Section 8. The authority is authorized and directed to erect suitable markers, which shall include a marker over the main entrance of the center, reflecting the name of the civic center as described in section 7. Subsequent facilities located within, on site or the greater complex may be designated for other individuals who are deemed by the authority to have made substantial contribution to the further development of the facility.

Section 9. In addition to any licenses that may be issued under the provisions of the beverage law of the state, the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation shall issue a special license or special licenses to qualified applicants consisting of the Tallahassee-Leon County Civic Center Authority or its designee for use within the confines of the 20-acre civic center complex located within the City of Tallahassee and known as the Donald L. Tucker Civic Center; however, such license issued pursuant to this act shall only permit the licensee to sell alcoholic beverages for on-premises consumption, or off-premises consumption for events sponsored through the civic center.

Section 10. The provisions of this act are severable, and it is the intent of the Legislature to confer the whole or any part of the powers herein provided for. If any of the provisions of this act or any of the powers granted by this act are held unconstitutional by any court of competent jurisdiction, the decision of the court shall not affect or impair any of the remaining provisions of this act or any of the remaining powers granted by this act.

Section 4. Chapters 72-605, 77-480, 79-502, and 81-494, Laws of Florida, are repealed.

Section 5. This act shall take effect upon becoming a law.

Approved by the Governor June 17, 2004.

Filed in Office Secretary of State June 17, 2004.

**INTERNAL CONTROL
BEST PRACTICES
FOR NOT-FOR-PROFIT
ORGANIZATIONS**

clarknuber.com

Welcome to Clark Nuber's guide to internal control best practices for not-for-profit organizations!

This guide provides suggested internal controls procedures for many of the common accounting areas for not-for-profit organizations. We have compiled this information to assist managers in designing and assessing the adequacy of their organizations' systems of internal control. **Every organization is unique and every organization requires a unique system of internal control; managers must use their judgment in determining what internal control procedures are necessary for mitigating risks at their unique organizations.**

The suggested internal control procedures in this guide assume the organization has an adequate foundation of entity-level controls and information technology controls.

Entity-level controls include the organization's control environment, risk assessment process, control activities, information and communication, and internal control monitoring. Examples of entity-level controls include the enforcement of ethical standards, hiring of competent financial staff, and the appropriate assignment of authority and responsibilities.

Information technology controls include those that safeguard the accounting systems from unauthorized access or data manipulation. Examples of information technology controls include password protection and automated data entry accuracy checks.

Each section of this guide addresses the following topics:

Segregation of duties – Examples of incompatible duties that should be assigned to different accounting personnel

Basic controls – Suggested basic control procedures that any organization, regardless of size or complexity, should have in place

Additional controls – Suggested additional control procedures that an organization should consider implementing depending on the specific needs of the organization

"We only have one accountant on staff – what do we do?" – Suggested additional control procedures that should be implemented for an organization that is not able to implement adequate segregation of duties

Please contact your engagement team at Clark Nuber if you have questions or comments about this guide.

BANK ACCOUNTS AND CASH RECEIPTS

BANK ACCOUNTS

SEGREGATION OF DUTIES

- *Handling/custody of the asset* - receiving and processing cash receipts for deposit; processing of disbursements; access to check stock; initiation of electronic disbursements
- *Recording the transaction* - recording cash receipt and disbursement entries to subledgers and the general ledger
- *Approving/authorizing the transaction* - authorization to open/close bank accounts; authorization of credit card chargebacks; check signers; credit card holders; ACH/wire authorization
- *Reconciling the accounting records* - reconciling deposits; performing bank reconciliations

BASIC CONTROL PROCEDURES

- Bank accounts and signers are authorized by the board of directors
- Authorized check signers are prohibited from delegating this authority to others and are responsible for monitoring use of signature stamps
- Banks are notified immediately when an authorized check signer leaves the organization
- A separate general ledger account is maintained for each bank account
- Cash transactions are always recorded as of the date checks or currency were received or disbursed.
- Bank reconciliations are performed on all accounts regardless of monthly activity:
 - Prepared monthly at least by the end of the following month
 - Prepared by an employee who does not prepare or sign checks or handle cash receipts or cash disbursements
 - Bank statements and canceled checks are delivered in unopened envelopes directly to the employee preparing the reconciliations
 - Reconciliation procedures include comparison of checks with cash disbursement records, examination of endorsements on canceled checks, comparison of reconciled balance to the general ledger balance
 - An official who is not responsible for the receipt or disbursement of cash reviews the reconciliations and questions unusual reconciling items

ADDITIONAL CONTROL PROCEDURES

- Deposit or collection items subsequently charged back by the bank go directly to someone other than the cashier (person with responsibility for custody of cash receipts)

CASH (CHECKS) RECEIPTING

BASIC CONTROL PROCEDURES

- Mailroom prepares check prelist (who, amount) – send original to staff processing cash receipts, copy to accounts receivable clerk or development personnel, and retain a copy
- Mailroom restrictively endorses checks “for deposit only” to the organization’s account
- Staff processing cash receipts matches check prelist to cash receipts journal
- Receivables clerk or development personnel reconciles check prelist to remittance advices

ADDITIONAL CONTROL PROCEDURES

- Have two people open the mail
- Review restrictive endorsements before cashing checks
- Immediately review unapplied cash (receipts from customers not applied against outstanding invoices)
- NSF checks are investigated by someone independent of the cash receipting process
- Require cash-handling and recording staff to take vacations
- Use metrics analysis to detect skimming
- Impose password access to cash receipts software
- Request electronic payments from customers
- Duplicate deposit slips are prepared, receipted by the bank and retained on file
- Deposit slips are compared with the cash receipts records, at least on a test basis, by someone other than the staff processing cash receipts
- Cash receipt processing functions are segregated from billing and maintaining accounts receivable subledgers and the general ledger
- Cash receipts are forwarded directly to the staff processing cash receipts before being handled by the A/R clerk or anyone having responsibility for bookkeeping or billing functions
- The staff processing cash receipts has effective custody of incoming remittances from the time they are received until they are deposited in the bank
- Incoming checks and currency are deposited promptly
- If payments are made in person by customers - cash register tapes, counter sales slips, collector’s receipts or other similar data are checked by an employee independent of the person who receives the cash
- If collections are made at a branch office - deposits are required to be made in an account subject to withdrawal by the head office only

LOCKBOX DEPOSITS

BASIC CONTROL PROCEDURES

- Receivables clerk daily reconciles remittance advices to cash receipts journal
- Accounting manager reconciles daily online bank statement to general ledger
- Mailroom staff sends all checks received by the organization to the lockbox address

LOCKBOX TRUNCATION DEPOSITS

(conversion of paper checks to electronic ACH transactions)

BASIC CONTROL PROCEDURES

- Generally same controls as check handling and depositing (but don't go to the bank)
- The staff processing cash receipts should verify that the lockbox truncation report printed by the software matches the checks just entered into the system and then should initial the report (truncation report replaces the deposit slip)
- Procedures are established for the storage and disposal of paper checks not physically deposited with the bank

CASH (CURRENCY) RECEIPT HANDLING USING CASH REGISTER

BASIC CONTROL PROCEDURES

- Enter cash in cash register
- Give copy of receipt to customer
- Reconcile cash to cash register receipts
- Transport cash in locked container
- All cash is deposited in the bank in a timely manner
- Reconcile deposit documentation to validated bank deposit slip (person separate from person who made the deposit)

ADDITIONAL CONTROL PROCEDURES

- Only one person has access to each cash register during a shift
- Use video surveillance of cash register operators
- Move on-site cash to a safe for overnight storage
- Change the safe combination periodically
- Position the safe in a visible location
- Require supervisory approval of cash refunds
- Monitor metrics associated with cash removal

CASH (CURRENCY) RECEIPT HANDLING WITHOUT CASH REGISTER

BASIC CONTROL PROCEDURES

- Issue prenumbered receipt for all cash received at time of receipt, retain duplicate receipt
- Give copy of receipt to customer/donor
- Reconcile aggregate of duplicate cash receipts issued to cash deposits
- Cash is under the control of two or more people at all times, particularly when it is not practicable to issue receipts
- Transport cash in secure locked container
- All cash is deposited in the bank in a timely manner
- Reconcile deposit documentation to validated bank deposit slip (person separate from person who made the deposit)

CREDIT CARD RECEIPTS

BASIC CONTROL PROCEDURES

- Set up a separate bank account for incoming credit card payments
- Conduct a daily reconciliation of credit card receipt payments to cash receipt transactions
- Shred all documents containing credit card numbers
- Bond all employees having access to credit card information
- Conduct security checks on all employees having access to credit card information
- Impose security controls on computer files containing credit card information

ADDITIONAL CONTROL PROCEDURES

- Monitor metrics associated with credit card charge backs

PETTY CASH

BASIC CONTROL PROCEDURES

- Store petty cash in a secure location
- Assign responsibility for petty cash to one person
- Keep petty cash on an imprest basis
- Require a valid receipt or receipt affidavit as proof of expenditure
- Require a receipt signature for all cash payouts

ADDITIONAL CONTROL PROCEDURES

- Conduct spot audits of petty cash and examine for prohibited transactions (IOU vouchers, incomplete or suspicious receipts) and missing cash

"WE ONLY HAVE ONE ACCOUNTANT ON STAFF - WHAT DO WE DO?"

- All mail opened by an individual other than the accountant; checks are immediately restrictively endorsed; daily check prelist is prepared and retained by the individual
- To the extent possible, the accountant should be prohibited from handling cash receipts altogether
- The accountant should be prohibited from authorizing disbursements (e.g. signing checks, approving electronic payments, custody of petty cash, etc.)
- Unopened bank statements should be routed directly to one authorized check signer for review, including examination of endorsements on canceled checks and review of other debits to bank accounts for propriety; this same person should also review and approve the bank reconciliations prepared by the accountant

ACCOUNTS RECEIVABLE AND EARNED REVENUE

BILLING

SEGREGATION OF DUTIES

- *Handling/custody of the asset* - initiating revenue transactions with the customer; preparing invoices and billings
- *Recording the transaction* - recording revenue/receivables entries to the subledger and general ledger; recording credits to customer accounts
- *Approving/authorizing the transaction* - approval of the revenue transaction; authorization of refunds and credits to customer accounts
- *Reconciling the accounting records* - reconciling receivables accounts

BASIC CONTROL PROCEDURES

- See the "cash" section for general cash controls that also apply to cash receipts
- Accounting system established that records revenue when earned, not just when cash is received
- Receivables subledger system separately tracks individual customer receivables balances
- Restrict access to the invoicing/receivables subledger software
- Restrict invoicing to authorized individuals
- Billings are reviewed by a staff knowledgeable of the contract terms and/or applicable compliance requirements
- Perform metrics analysis on recorded revenue
- Employees with receivable responsibilities are required to take vacations and other employees are required to perform those functions when an employee is absent.
- Review all journal entries to the receivables general ledger account by someone other than the A/R clerk
- A/R subledgers are reconciled to the general ledger regularly by someone other than the A/R clerk
- A/R aging reports are reviewed periodically by an official who has no access to organization checks or currency and takes no part in approving credits
- Communications from customers concerning billing problems are routed directly to and investigated by someone other than the A/R clerk or the cashier

ADDITIONAL CONTROL PROCEDURES

- Print invoice preview report - proofread invoices
- Use automated data entry error checking
- Mark envelope "address correction requested"
- Segregate duties for billing and collections
- Monitor customer complaints about improper invoices
- Revise the invoice layout to prevent payment errors
 - Add contact information
 - Clearly state the payment due date
 - Remove unnecessary information
- Audit billings
- Review billing terms on all issued invoices
- Issue month-end statements
- Maintenance of the receivable subsidiary ledger is independent of general ledger maintenance.
- Customer/member complaint follow-up is independent of accounts receivable, bookkeeping, and cash handling.
- Customer/member complaints and billing questions are followed up and resolved on a timely basis.
- Noncash credits to accounts receivable are periodically reviewed by the appropriate level of management or another appropriate person.
- Monthly statements of customer/member accounts are reviewed by the appropriate level of management or another appropriate person before mailing.
- Monthly statements of customer/member accounts are mailed by someone other than the person responsible for accounts receivable bookkeeping.
- Receivables from miscellaneous activities are periodically reviewed and significant amounts are reported to the governing board.

CREDIT MEMOS, ACCOUNT WRITE-OFFS, ALLOWANCE FOR DOUBTFUL ACCOUNTS

BASIC CONTROL PROCEDURES

- Require prior supervisory approval for all credit memos issued
- Segregate the credit memo request and recording functions
- Audit credit memos and supporting documentation
- Write-offs of bad debts reviewed and approved by an appropriate official

- The adequacy of the allowance for doubtful accounts is assessed periodically by the appropriate level of management or another appropriate person.

ADDITIONAL CONTROL PROCEDURES

- Collection efforts continued after receivable balances are written off
- Recording and approval of credit memos is independent of cash handling and other accounts receivable bookkeeping.
- The governing board or a responsible official approves write-offs of receivables.

"WE ONLY HAVE ONE ACCOUNTANT ON STAFF - WHAT DO WE DO?"

- Monthly financial reports, including balance sheet and budget vs. actual statement of activities, should be reviewed by the Executive Director and Finance Committee; unusual balances or variances should be fully investigated and explained
- Customer complaints are routed to and followed-up by someone other than the accountant
- Write-off of receivables balances are approved by someone other than the accountant

PLEDGES RECEIVABLE AND CONTRIBUTION REVENUE

SEGREGATION OF DUTIES

- *Handling/custody of the asset* - initiating contribution transactions with the donors; receiving pledge forms from donors
- *Recording the transaction* - recording contribution/pledge entries to the subledger and general ledger; recording credits to donor receivables accounts
- *Approving/authorizing the transaction* - approval of the revenue transaction; authorization of refunds and credits to donor accounts
- *Reconciling the accounting records* - reconciling pledges receivable and contribution revenue accounts

BASIC CONTROL PROCEDURES

- See the "cash" section for general cash controls that also apply to contribution cash receipts
- Accounting system established that records contribution revenue and receivables when earned, not just when cash is received
- Procedures established to ensure that only contributions that meet the GAAP criteria for recognition are recorded
- Contribution subledger system separately tracks individual donor contribution and receivables balances
- Restrict access to the contribution subledger software
- Contribution subledger is reconciled to the general ledger regularly by someone other than those that maintain the contribution subledger
- Procedures are established to monitor and comply with donor restrictions, if any
- Aged receivable listings are prepared and periodically reviewed by the appropriate level of management or another appropriate person.
- Budgets for contributions that can be reasonably estimated are periodically compared to actual contributions, and the appropriate level of management investigates significant differences.
- Donor complaint follow-up is independent of accounts receivable, bookkeeping, and cash handling.

ADDITIONAL CONTROL PROCEDURES

- The governing board or appropriate level of management approves fund-raising activities and solicitations and acceptance of contributions, gifts, grants, etc., with related restrictions or requirements.

- The organization publishes the names of donors in its journals, newsletters, programs, etc., and someone independent of accounting investigates complaints of errors or omissions.
- The organization has assigned responsibility for assuring compliance with the terms and conditions of all grants, restricted contributions, endowments, split-interest agreements, etc., received by the organization.
- The organization keeps records of gifts contingent on future events, such as bequests, and the records are periodically reviewed by the appropriate level of management or another appropriate person to ensure that contribution revenue is recorded as conditions are met.
- Noncash credits to pledges receivable are periodically reviewed by the appropriate level of management or another appropriate person.
- Procedures are in place to ensure that verifiable documentation exists for oral promises to give and adherence to those procedures is periodically reviewed by the appropriate level of management or another appropriate person.
- Procedures are in place to adjust unconditional promises to give for changes in the quantity or nature of assets expected to be received.
- Procedures are in place to adjust unconditional promises to give noncash assets for changes in the fair value of the underlying assets.
- The governing board or a responsible official approves write-offs of receivables.
- The appropriate level of management approves adjustments to unconditional promises to give for changes in the quantity or nature of assets expected to be received.
- The appropriate level of management approves adjustments to the valuation of unconditional promises to give noncash assets.
- The recording of unconditional promises to give to be collected in more than one year is reviewed by the appropriate level of management to ensure that the promises are discounted to present value.
- The adequacy of the allowance for doubtful accounts is assessed periodically by the appropriate level of management or another appropriate person.
- The organization has a formal gift acceptance policy addressing which types of gifts will be accepted along with the types of restrictions on those gifts the organization will accept.

"WE ONLY HAVE ONE ACCOUNTANT ON STAFF - WHAT DO WE DO?"

- Accountant is trained in GAAP rules for contributions
- Monthly financial reports, including balance sheet and budget vs. actual statement of activities, should be reviewed by the Executive Director and Finance Committee; unusual balances or variances should be fully investigated and explained
- Donor complaints are routed to and followed-up by someone other than the accountant
- Write-off of receivables balances are approved by someone other than the accountant

INVESTMENTS AND RELATED INCOME

SEGREGATION OF DUTIES

- *Handling/custody of the asset* - custody of the investments; access to initiate investment transactions
- *Recording the transaction* - recording and transfers of investment transactions in the general ledger
- *Approving/authorizing the transaction* - authorization of investment transactions
- *Reconciling the accounting records* - performing investment account reconciliations

BASIC CONTROL PROCEDURES

- Investments are held in the custody of a reputable investment trustee
- The nonprofit organization obtains a copy and reviews the investment trustee's service auditor's report (SAS 70) each year.
- Investments are held in the name of the organization with the investment trustee
- Investment accounts and individuals with access to the accounts are authorized by the board of directors
- Detailed monthly statements are received from the investment trustee and are reconciled to the general ledger
- Investment account reconciliations are performed on all accounts regardless of monthly activity:
 - Prepared monthly at least by the end of the following month
 - Prepared by an employee who does not have authorization rights to the account
 - Investment statements are delivered in unopened envelopes direct to the employee preparing the reconciliations
 - Reconciliation procedures include review of account activity with the general ledger details, review of investment income/loss, comparison of reconciled balance to the general ledger balance
 - Investment reconciliations are reviewed by a second party who questions unusual reconciling items

ADDITIONAL CONTROL PROCEDURES

- Responsibilities for detail accounting records are separate from general ledger functions.
- The organization has a formal investment policy addressing which types of investments the organization may hold.

- The organization has procedures to ensure the organization meets restrictions or limitations imposed by laws, donors, or the governing board on segregation, pooling, or disposition of investments and/or use of income or proceeds.
- The organization has procedures to identify, record, and segregate investments received under split-interest agreements.
- Periodically, an appropriate member of management or another appropriate person reviews investment return for:
 - Accuracy.
 - Recording in the appropriate net asset class.
 - Compliance with restrictions or limitations imposed by laws, donors, or the governing board.
- An investment committee or an appropriate level of management periodically reviews investments to determine that they meet any restrictions or limitations imposed by funding sources, donors, or the governing board.
- Transactions are approved in advance by the governing board or an appropriate level of management based on predetermined limits.

"WE ONLY HAVE ONE ACCOUNTANT ON STAFF - WHAT DO WE DO?"

- The accountant should be prohibited from authorizing disbursements from the investment accounts
- Unopened investment statements should be routed directly to one person with authorization over the account for review, including examination of disbursements from the accounts for propriety; this same person should also review and approve the account reconciliations prepared by the accountant

FIXED ASSETS AND DEPRECIATION

SEGREGATION OF DUTIES

- *Handling/custody of the asset* - custody of fixed assets; processing of purchases or disposals
- *Recording the transaction* - recording additions or deletions to the fixed asset records
- *Approving/authorizing the transaction* - authorization of the purchases or disposals
- *Reconciling the accounting records* - reconciling physical inventories to fixed asset records; reconciling fixed asset records to the general ledger

BASIC CONTROL PROCEDURES

- The organization maintains written capitalization policies and procedures, and adherence to these policies is reviewed by the appropriate level of management or another appropriate person.
- Estimated useful lives and depreciation methods are initially approved and periodically reviewed by the appropriate level of management or another appropriate person.
- The fixed asset/depreciation software used is adequate relative to the size and complexity of the organization's needs
- Access to the fixed asset software is restricted to appropriate personnel
- The depreciation detail is periodically reviewed by the appropriate level of management or another appropriate person.
- Detailed property and equipment ledgers are maintained and reconciled to the general ledger control accounts.
- Reconciliations between detailed property and equipment records and general ledger control accounts are reviewed by the appropriate level of management or another appropriate person.
- Periodic physical inventories of moveable property and equipment are taken and reconciled to detailed subsidiary records.
- Reconciliations between physical inventories and detailed subsidiary records are reviewed by the appropriate level of management or another appropriate person.
- Responsibility is assigned for moveable assets
- Adequate physical safeguards over equipment are applied

ADDITIONAL CONTROL PROCEDURES

- The organization has written policies for determining the fair value of contributed property and equipment, and adherence to those policies is periodically reviewed by the appropriate level of management or another appropriate person.
- Dispositions or transfers require appropriate supporting documentation.
- Fixed asset master file additions are independently reviewed

- A formal transfer document is used to shift asset locations
- A signed capital asset disposition form is required prior to disposition
- Proper handling of cash receipts from asset sales is verified
- Property and equipment acquisitions and disposals are approved by the appropriate level of management or the governing board.
- Individuals are designated with responsibility for assuring compliance with the terms and conditions of all grants, restricted contributions, exchange contracts, etc., that relate to property and equipment or collections.
- Write offs or other adjustments to property accounts are approved by the appropriate level of management or another appropriate person.
- Fixed asset additions are reconciled with capital expenditure authorizations
- Asset impairment is tested periodically
- The fair value assumptions on dissimilar asset exchanges is verified
- Authorization of all changes in asset retirement obligation assumptions are verified
- The organization makes periodic reviews and appraisals relative to insurance considerations.
- Access to significant moveable property and equipment and collections is restricted from employees maintaining the related records.
- Identification plates are affixed to all fixed assets
- Fixed asset serial numbers are compared to the existing serial number database

"WE ONLY HAVE ONE ACCOUNTANT ON STAFF - WHAT DO WE DO?"

- Monthly financial reports, including balance sheet and budget vs. actual statement of activities, should be reviewed by the Executive Director and Finance Committee; unusual balances or variances should be fully investigated and explained
- Write-off of fixed asset balances for sales and disposals balances are approved by someone other than the accountant

SPLIT-INTEREST AGREEMENTS INCLUDING TRUST ASSETS HELD BY OTHERS

SEGREGATION OF DUTIES

- *Handling/custody of the asset* - custody of the investments or other trust assets; access to initiate investment transaction
- *Recording the transaction* - recording split-interest/trust transactions in the general ledger
- *Approving/authorizing the transaction* - authorization of investment transactions
- *Reconciling the accounting records* - performing split-interest/trust account and transaction reconciliations

BASIC CONTROL PROCEDURES

- Fundraising staff are aware of need to forward split-interest/trust agreement information to accounting for processing
- Accounting staff are trained on accounting requirements of split-interest and trust agreements
- Periodic statements are received from the trustee and reconciled to the general ledger
- Split-interest agreements are periodically reviewed by the appropriate level of management or another appropriate person to ensure the organization has recorded all support from such agreements.
- The organization keeps registers or files for split-interest agreements, including information on the nature of the principal, restrictions on investment or use of principal income, correspondence with donors or beneficiaries, and copies of pertinent documents such as bequests.
- There are detailed records of periodic payments due to beneficiaries under split-interest agreements and the appropriate termination of such payments and those records are reviewed prior to making any payments to beneficiaries.

ADDITIONAL CONTROL PROCEDURES

- Underlying investment accounts are reviewed for the presence of non-marketable investments; management establishes valuation policies and procedures for non-marketable securities

"WE ONLY HAVE ONE ACCOUNTANT ON STAFF - WHAT DO WE DO?"

- Accountant is trained in GAAP rules for split-interest and trust agreements
- The accountant should be prohibited from authorizing disbursements from the trust accounts
- Unopened trust statements should be routed directly to one person with authorization over the accounts for review, including examination of disbursements from the accounts for propriety; this same person should also review and approve the account reconciliations prepared by the accountant

LONG-TERM DEBT AND OTHER BORROWINGS

SEGREGATION OF DUTIES

- *Handling/custody of the liability* - access to initiate borrowing transactions with lenders
- *Recording the transaction* - recording debt transactions in the general ledger
- *Approving/authorizing the transaction* - authorization to open/close loan accounts; authorization of borrowing transactions
- *Reconciling the accounting records* - reconciling debt accounts

BASIC CONTROL PROCEDURES

- Debt and other liability transactions are approved by an appropriate level of management or the governing board.
- Copies of debt documents are maintained by a responsible official
- The organization has review procedures in place to determine compliance with debt agreement restrictions and procedures and adherence to those procedures is periodically reviewed by the appropriate level of management or another appropriate person.
- Debt account reconciliations are performed on all accounts regardless of monthly activity:
 - Prepared monthly at least by the end of the following month
 - Prepared by an employee who does not have authorization rights to the account
 - Debt statements are delivered in unopened envelopes directly to the employee preparing the reconciliations
 - Reconciliation procedures include review of account activity with the general ledger details, review of interest expense, comparison of reconciled balance to the general ledger balance
 - Debt reconciliations are reviewed by a second party who questions unusual reconciling items

ADDITIONAL CONTROL PROCEDURES

- The organization has established policies with respect to legal or donor prohibitions against borrowings of restricted funds and adherence to those policies is periodically reviewed by the appropriate level of management or another appropriate person.
- Interest expense is periodically reviewed for accuracy by the appropriate level of management or another appropriate person.
- There are physical safeguards and custodial procedures over debt instruments, legal documents relating to other liabilities, and computerized debt records.

"WE ONLY HAVE ONE ACCOUNTANT ON STAFF - WHAT DO WE DO?"

- The accountant should be prohibited from authorizing new borrowings from any line of credit accounts
- Unopened monthly loan statements should be routed directly to one person other than the accountant for review, including examination for past due balances or new borrowings for propriety; this same person should also review and approve the account reconciliations prepared by the accountant

PAYABLES, DISBURSEMENTS, AND EXPENSES

ACCOUNTS PAYABLE AND CHECK DISBURSEMENTS

SEGREGATION OF DUTIES

- *Handling/custody of the assets* - processing of disbursements; access to check stock; initiation of electronic disbursements
- *Recording the transaction* - recording payables and disbursement transactions in the subledger and general ledger
- *Approving/authorizing the transaction* - check signers; credit card holders; ACH/wire authorization
- *Reconciling the accounting records* - reconciling subledger and general ledger; reconciling bank and credit card statements

BASIC CONTROL PROCEDURES

- See the "cash" section for general cash controls that also apply to check disbursements
- Duplicate invoice number search is performed automatically by the payables system
- Conduct three-way match (invoice, evidence goods/services were received, proper authorization/purchase order)
- The distribution of charges is reviewed in the accounting department by a person competent to pass on the propriety of the distribution
- Print report showing payables by due date to ensure timely payments
- Check stock stored in secure location
- Check signer compares invoice package to check
- Invoice package is marked as "paid" or otherwise cancelled to prevent duplicate payment
- Signed checks are delivered directly to the mail room without their getting into the hands of persons who requested, prepared or recorded them
- Monthly reports by department/cost center/fund/etc. are sent to and scrutinized by the applicable budget manager; all departments/cost centers/funds/etc. have been assigned to a budget manager; budget managers are held accountable by supervisors

ADDITIONAL CONTROL PROCEDURES

Purchase Orders and Receiving Reports

- Segregate the purchasing department functions from accounting, receiving, and shipping
- Require approved purchase orders for all purchases
- Prenumber purchase orders

- Lock up blank purchase orders
- Prenumber receiving reports
- Lock up blank receiving reports

Vendors and Vendor Master File

- Restrict access to the vendor master file – prohibit payables processing staff from having edit rights
- Separate the vendor record creation and payment approval functions
- Use a standard naming convention to create vendor names in the vendor master record
- Review daily changes to the vendor master file
- Require independent review of additions to vendor master file
- Purge the vendor master file periodically
- Run a credit report on every new vendor added to the vendor master file
- Perform procedures on every new vendor added to the vendor master file to verify they are a valid payee
- Run a report listing identical remit-to addresses for multiple vendors
- Match vendor addresses to employee addresses

Invoice Processing

- Maintain a register of unapproved vendor invoices
- Conduct a daily review of unmatched documents
- Reconcile vendor credit memos to shipping documentation
- Reconcile vendor statements to payment detail
- Access the vendor history file when paying from a copy
- Match quantities ordered to material requirements planning requirements
- Match purchase order records to actual quantities received
- Track changes in customer complaints related to vendors
- Track short-term price changes by vendors
- Audit acquisitions made within authorized purchase levels
- Investigate payments made for which there are no purchase orders
- Payables clerks compares invoice prices, quantities, and terms with purchase orders and recomputes extensions on invoices

- Purchase prices are reviewed periodically by a responsible official or employee not connected with the purchasing department with a view to ascertaining that such prices are the most advantageous to the company
- Invoices not pre-approved via purchase orders are approved by department heads prior to payment
- Invoices are reviewed for reasonableness and necessity, and approved by a responsible employee outside of the originating department
- The account to be charged is indicated on the purchase authorization by the person requesting the purchase
- The A/P subledger is reconciled with the general ledger control account by an employee other than the accounts payable clerk

Check Processing

- Only fund the checking account sufficient to match outstanding checks
- Deface or perforate and lock up canceled and voided checks
- Add security features to check stock
- Verify that all check stock ordered has been received
- Limit the number of check signers
- Restrict check signer access to accounting records, cash receipts, and bank reconciliations (read-only)
- Never sign blank checks
- Separate disbursement and bank account reconciliation duties
- Use varying font sizes for each character in a check payment
- Require a manual signature on checks exceeding a predetermined amount
- Implement positive pay
- Use electronic payments
- Reconcile the checking account every day
- The practice of drawing checks to "cash" is prohibited
- Restrict access to signature stamp
- Restrict access to check-signing equipment
- If a check-signing machine is used:
 - The signature plates or signature cards, when not in use, are in the custody of the persons whose facsimile signatures are on the plates/cards
 - A reading of the machine after each use is made by such person or by a person delegated by him to ascertain that all checks signed have been accounted for properly

PROCUREMENT CARDS / CREDIT CARDS

BASIC CONTROL PROCEDURES

- Cardholder enters receipt in purchasing card transaction log
- Cardholder reconciles transaction log with monthly card statement
- Cardholder's supervisor reviews for inappropriate or split purchases
- Establish monthly deadlines for submission of reconciled and approved monthly statements to the accounting department for payment processing

ADDITIONAL CONTROL PROCEDURES

- Establish purchasing levels
- Require supervisory approval of changes in spending limits
- Prohibit use of card for cash advances
- Restrict the number of card users
- Have card users sign an agreement
- Obtain Level III reporting by the card provider (greater level of detail for each purchase)
- Verify that purchases are made through an approved vendor
- Track card expenditures on a trend line
- Report missing cards promptly

ELECTRONIC PAYMENTS

BASIC CONTROL PROCEDURES

- If auto-pay through the accounting software - Restrict access to the master vendor file
- If initiating manual electronic payment - Require signed approval document
- If vendors initiate debit to company bank accounts - Verify ACH debit filter with bank
- Require password access to payment software
- If a "large" payment – require additional approval
- If a new vendor – verify vendor existence
- Require an end-of-day payments review (third party unrelated to the electronic payments process)

ADDITIONAL CONTROL PROCEDURES

- Impose an outright debit block on all company accounts (no third-party initiated debits)
- Request a daily cumulative limit for authorized trading partner debits

- Request notification of duplicate debits
- Use a separate bank account as the source of electronic payments

AUTOMATED REPETITIVE PAYMENTS

(same amount each month, no three-way matching performed – examples, rent, copier leases)

BASIC CONTROL PROCEDURES

- Set up payment termination dates in the accounting software
- Create a payment escalation schedule
- Terminate payments in the accounting software on escalation dates

"WE ONLY HAVE ONE ACCOUNTANT ON STAFF - WHAT DO WE DO?"

- The accountant should be prohibited from authorizing disbursements (e.g. signing checks, initiating/approving electronic payments, custody of petty cash)
- One person is used to authorize payments; other check signers are used only on an exception basis
- Check signer compares invoice package to check
- Signed checks are mailed directly by someone other than the accountant
- Monthly credit card statements and individual's charges are reviewed and accepted by cardholders; the statement is reviewed and approved by a second individual; the accountant is prohibited from being a cardholder
- Unopened bank statements should be routed directly to one authorized check signer for review, including examination of endorsements on canceled checks and review of other debits to bank accounts for propriety; this same person should also review and approve the bank reconciliations prepared by the accountant
- Monthly financial reports, including balance sheet and budget vs. actual statement of activities, should be reviewed by the Executive Director and Finance Committee; unusual balances or variances should be fully investigated and explained

PAYROLL

PAYROLL AND DISBURSEMENTS

SEGREGATION OF DUTIES

- *Handling/custody of the assets* - processing of payroll disbursements; access to check stock; initiation of direct deposit transactions
- *Recording the transaction* - recording payroll transactions in the subledger and general ledger
- *Approving/authorizing the transaction* - paycheck signers; direct deposit transaction authorization
- *Reconciling the accounting records* - reconciling subledger and general ledger; reconciling bank statements

BASIC CONTROL PROCEDURES

- See the "cash" section for general cash controls that also apply to check disbursements
- Use reputable payroll software that is regularly updated or outsource payroll processing to a reputable service provider
- Obtain approval of hours worked and overtime (supervisors)
- Get computer report on missing time cards
- Match time card totals to data entry totals
- Obtain approval of all pay rate changes and special pay requests (use standard documentation and approval form)
- Review payroll register for errors
- Paymaster (person who hands out the checks) is someone other than payroll clerk and issues checks directly to recipients
- Paymaster retains unclaimed checks; monthly labor reports by department/cost center/fund/etc. are sent to and scrutinized by the applicable budget manager; all departments/cost centers/funds/etc. have been assigned to a budget manager; budget managers are held accountable by supervisors

ADDITIONAL CONTROL PROCEDURES

- Obtain computer-generated exception reports
- Have a separate person maintain employee master records (other than payroll clerk)
- Follow established procedures for hiring new employees including background checks and completion of IRS Form I-9
- Split the time card approval and payroll processing tasks
- Enforce at least quarterly password changes for those with access to payroll data

- Route payroll register directly to supervisor for review – have report generated by someone other than the payroll clerk
- Continually review all outstanding employee advances
- Require approval of all advance payments to employees
- Limit access to payroll change authorization forms
- Payroll manager verifies payroll register entry
- Require approval of all negative deductions
- Audit pay deductions
- Look for paychecks having no tax or other deductions
- Issue lists of paychecks issued to department supervisors
- Match W-2 pay information to employee pay change authorizations and termination documentation
- Compare the addresses on employee paychecks to other employees
- Prohibit sending of paychecks to PO Boxes
- Compare pay records to employee files
- Prohibit payment of wages in cash
- Have employees sign for paychecks received
- Review paychecks for double endorsements
- Review uncashed payroll checks
- Independently verify tax remittances
- Compare the payroll salary budget to actual expenditures

COMPUTERIZED TIMEKEEPING

BASIC CONTROL PROCEDURES

- Time clock controls clock-in times
- Time clock requires supervisory approval of overtime
- Required review of time clock reports for irregular entries and approval by supervisors

ADDITIONAL CONTROL PROCEDURES

- Use biometric time clocks to eliminate buddy punching
- Link photo images of employees to badge scanner
- Require daily supervisory reviews of hours worked reports

DIRECT DEPOSIT

BASIC CONTROL PROCEDURES

- Require employee signatures and formal identification for direct deposit changes
- Match routing and account number on employee check to submitted information
- Securely store completed direct deposit authorization forms
- Review report showing multiple direct deposit payments to the same bank account

"WE ONLY HAVE ONE ACCOUNTANT ON STAFF - WHAT DO WE DO?"

- If payroll is processed internally:
 - The accountant should be prohibited from authorizing payroll disbursements (e.g. signing payroll checks, initiating/approving electronic payments)
 - One person is used consistently to authorize payroll payments; other check signers are used only on an exception basis
 - Check signer compares payroll register to checks/direct deposit file
 - Adequacy of payroll tax deposits is reviewed by someone other than the accountant on a periodic basis
- If payroll is processed by a third-party service provider:
 - Unopened payroll reports from the service provider should be routed directly to someone other than the accountant for review, including examination of gross pay and deductions for propriety
- Monthly financial reports, including balance sheet and budget vs. actual statement of activities, should be reviewed by the Executive Director and Finance Committee; unusual balances or variances should be fully investigated and explained

NET ASSETS

BASIC CONTROL PROCEDURES

- Accounting system provides for the accumulation of restricted revenue information in adequate detail
- Accounting system provides for the accumulation of releases of restriction
- A periodic rollforward of net asset balances, by restriction, is performed; the rollforward is reviewed by a responsible official

"WE ONLY HAVE ONE ACCOUNTANT ON STAFF - WHAT DO WE DO?"

- Accountant is trained in GAAP rules for net assets
- Appropriate staff person (e.g. Executive Director, Development Director) reviews the detail of restricted contributions and releases of restriction prepared by the accountant for completeness and proper categorization

CLOSING AND FINANCIAL REPORTING

ENTER TRANSACTION TOTALS INTO THE GENERAL LEDGER

- Accounting employees and records at all locations are under supervision of the principal accounting officials
- The organization has an accounting procedure manual
- The controller reviews all balance sheet reconciliations on a monthly basis prior to closing the books. The controller validates that the accounting treatment is correct and items have been recorded appropriately in the correct accounts and approves any adjusting entries required. The controller signs the reconciliation as evidence of his or her review.
- The subledger automatically summarizes and posts appropriate entries to the general ledger accounts. The accounting manager reviews entries posted as part of the subledger reconciliations.
- Postings to closed periods are restricted by the accounting system. The system will accept such postings only upon approval by the CFO or controller.

CAPTURE EVENTS AND CONDITIONS (OTHER THAN CLASSES OF TRANSACTIONS) THAT ARE SIGNIFICANT TO THE FINANCIAL STATEMENTS

- The controller reviews details of all nonrecurring transactions for completeness and validity on a monthly basis as part of the monthly journal entry review. He or she approves the journal entry log and signs it to evidence the review.

INITIATE, AUTHORIZE, RECORD, AND PROCESS JOURNAL ENTRIES IN THE GENERAL LEDGER

- Manual journal entries with appropriate backup are provided to the accounting manager for review and are entered into the journal entry log, which is a manually maintained document, and initialed upon approval by the corporate controller.
- The accounting system will not process a journal entry if the entry does not balance and will generate an error message, which is displayed for the individual posting the entry to resolve.
- Only the controller and accounting manager have access to post entries to the general ledger. The system is password protected and passwords are changed at least annually to prevent unauthorized access to the general ledger.

INITIATE AND RECORD RECURRING AND NONRECURRING ADJUSTMENTS TO THE FINANCIAL STATEMENTS

- The accounting manager monitors accruals at least quarterly and obtains information from relevant sources to determine whether accrual calculations are appropriate.
- The accounting manager maintains a list of monthly recurring journal entries, including adjusting, reversing, and consolidating entries, to ensure that all required journal entries have been booked.
- Interfund due to/from accounts are reconciled and transactions are initiated to reduce the balances to zero, if necessary.

- At the end of the month, the accounting manager prints a listing of manual journal entries from the general ledger and compares it with the journal entry log to ensure that there are no differences.

COMBINE OR CONSOLIDATE GENERAL LEDGER DATA

- The accounting system automatically includes all subsidiaries in the accounts. Management reviews the monthly financial package and would likely detect unusual amounts in the overall review of the statements.
- Once an interest in a company is acquired or a new organization is formed, the controller and CFO, together with independent auditors, discuss and make decisions on exclusion/inclusion in the consolidation.
- The controller performs a review of the consolidation to verify all consolidated balances are in accordance with U.S. GAAP. The review focuses on elimination entries, considering, for example, whether intercompany accounts are zero or include only balances due to nonconsolidated companies. Discrepancies are researched and corrected as necessary by the accounting manager.
- Month-end foreign-exchange rates used to properly translate balances are obtained by the accounting manager from a reliable third party, that is, a reputable financial institution's website.
- The accounting manager translates foreign-exchange trial balances at the end of the month, verifying that permanent foreign-exchange gains and losses are properly determined and written off, and temporary gains and losses are properly retained in balance sheet accounts. Amounts are reviewed and approved by the controller as part of the reconciliation process.
- Intercompany accounts are reconciled by the accounting manager, and the reconciliations are approved by the controller as evidence of approval. When open issues exist, the accounting manager accesses the reconciliations on a shared drive and resolves the issues. Access to the shared drive is restricted to finance personnel.
- If there is a change in circumstances that would cause an entity to be included or not included, the controller reevaluates the inclusion/exclusion decision.

PREPARE YEAR-END GAAP-BASIS FINANCIAL STATEMENTS AND DISCLOSURES

- The chart of accounts and related account groupings that roll up to financial statement totals are reviewed annually for consistency and comparability between the current and previous accounting periods by the accounting manager and the controller.
- The financial statements are prepared from the trial balance that is prepared directly from the organization's general ledger.
- The CFO and controller approve all changes to the chart of accounts prior to the change being implemented. Only the controller and accounting manager have access to add, change, or delete accounts or to modify groupings.
- Information in the financial reporting system is imported from the accounting system. The accounting manager reconciles the reporting system to the general ledger and the financial statements. Any discrepancies are investigated and resolved in a timely manner.
- Accounting policies for significant transactions are reviewed annually by the controller for changes in circumstances, and updated as necessary and approved by the controller and CFO.

- All accounting policies are approved by the corporate controller and CFO, and critical accounting policies are approved by the audit committee. Accounting policies are updated as needed, based on changes in accounting practices.
- All decisions regarding policy changes are supported by documentation. The controller and CFO ensure these are in line with GAAP prior to approval.
- All accounting policies and policy changes are communicated to all divisions in a timely manner.
- The accounting manager compiles other financial statement information, which, together with basic financial statements, is included in the financial statements. Any questions are discussed during the drafting session and changes are made to reflect the correct information in the documents. The financial statements are verified and approved by the CFO, CEO, audit committee, and board of directors.
- The preparer or reviewer of the financial statements is knowledgeable of GAAP, including standards specific to NFP organizations
- Information for footnotes (e.g., commitments and contingencies) which does not come directly from the general ledger or supporting systems, is independently verified by the accounting manager, the controller, and other department managers where relevant to ensure completeness and accuracy.
- A listing of related parties is provided by the CFO, CEO, and directors. The controller and accounting manager consolidate the listings. Reliance is placed on the CFO, CEO, and directors that the information they provide is complete. The accounting manager performs a search in the accounts payable and accounts receivable subledgers to determine transactions with such entities and provides the list to the controller for use in determining whether recording an entry or disclosure is appropriate. On a quarterly basis, the controller also reviews routine related-party activity to ensure accounting and disclosure is appropriate.
- The controller or CFO reviews the drafted year-end financial statements and footnotes using a current GAAP Disclosure Checklist

"WE ONLY HAVE ONE ACCOUNTANT ON STAFF - WHAT DO WE DO?"

- Monthly financial reports, including balance sheet and budget vs. actual statement of activities, should be reviewed by the Executive Director and Finance Committee; unusual balances or variances should be fully investigated and explained
- Year-end audited financial statements and disclosures are reviewed by the Executive Director, Treasurer, and/or Finance Committee, for adequacy of disclosures, including any commitments or contingent loss issues
- The preparer or reviewer of the financial statements is knowledgeable of GAAP, including standards specific to NFP organizations

Minimum Purchasing Standards

1. Purpose: enabling legislation, applicable Florida statutes, and public purpose
2. Application of Policy: Purchases; Contracts; Exemptions from the Policy
3. Authority of Personnel: Who has administrative responsibility and authority and permissible delegation thereof
4. Purchasing Categories/Threshold Amounts: Petty Cash; Reimbursements; Small Purchases; Blanket Purchase Orders; Quotes; Bids; RFPs; Sole Source Purchases; Emergency Purchases
5. Protests: who has standing to protest and the process
6. Change Orders: how they are to be handled and at what thresholds does authority lie
7. Procurement Records: must comply with Department of State requirements for retention; access and public records requests
8. Ethics: employee and vendor conflicts of interest; illegal activity; sanctions
9. Insurance Requirements: of contractors or vendors who are on premises and/or providing services; liability, workers' compensation; and vehicle coverage
10. Bonds and Deposits: when required; how they are recorded, tracked, and returned
11. Debarment or Suspension of Vendors: process and appropriate reporting to state as applicable
12. Other: Federal of State laws, regulations and/or grant requirements

References:

National Institute of Governmental Purchasing, NIGP.org
Institute for Supply Management, ISM.ws
National Association of Educational Procurement, NAEPnet.org

COMMON HUMAN RESOURCES BEST PRACTICES FOR ORGANIZATIONS

- ✓ Report new hires to the Florida Department of Revenue
- ✓ Post all required Federal and State Labor Law Posters and employee notices in conspicuous places
- ✓ Keep medical records separate from other personnel files
- ✓ New hires complete I-9 forms and keep I-9 forms separate from supporting documentation
- ✓ Retain job applications, resumes and promotion/demotion/discharge letters
- ✓ Keep records of employee's name, address, date of birth, occupation, rate of pay and compensation earned.
- ✓ Know the questions that you may not ask job applicants
- ✓ Check all job references before hiring
- ✓ Conduct background checks in compliance with federal law
- ✓ Analyze the duties, functions, and competencies relevant to jobs. Create objective, job related qualification standards related to those duties, functions and competencies.
- ✓ Have complete job descriptions which describe the essential functions of each job, and update job descriptions periodically
- ✓ Monitor compensation practices.
- ✓ Monitor performance appraisal systems. Make sure performance appraisals are based on employees' actual job performance.
- ✓ Annually, as part of the performance appraisal process, have employees acknowledge policies such as Code of Ethics, Conflict of Interest and availability of Fraud/Abuse Hotline
- ✓ Ensure that employees are properly designated as Exempt or Non-Exempt under the Fair Labor Standards Act
- ✓ Update Human Resources Policies and Procedures on a regular basis
- ✓ Pay overtime to non-exempt employees
- ✓ Adopt an anti-harassment policy and train employees on its contents

- ✓ Adopt a written sexual harassment policy and ensure employees are aware of it
- ✓ Have a procedure for investigating employee complaints about harassment
- ✓ Have a process for protecting employees from retaliation and consistently follow through
- ✓ Test for drugs or alcohol in compliance with Florida and Federal law
- ✓ Adopt a progressive discipline policy and ensure that supervisors understand it and apply it consistently
- ✓ Adopt an Equal Employment Opportunity policy
- ✓ Have a plan for dealing with Workplace Violence
- ✓ Have a smoking policy that complies with the Florida Clean Indoor Air Act
- ✓ Have a system for handling wage garnishments and income deduction orders
- ✓ Have a policy for complying with the Family Medical Leave Act
- ✓ Comply with Veterans Preference and USSERA in the hiring and reinstatement of veterans
- ✓ Comply with COBRA and have a system for sending out the required notices for the continuation of health coverage
- ✓ Have a policy on electronic mail, internet and other communications

SOME STATE AND FEDERAL REGULATIONS THAT IMPACT HUMAN RESOURCES

Federal

Employee Polygraph Protection Act (EPPA)
Fair Labor Standards Act (FLSA)
Family and Medical Leave Act (FMLA)
Immigration Reform & Control Act (IRCA)
Equal Pay Act
Health Insurance Portability &
Accountability Act (HIPPA)
Title VII of the Civil Rights Act of 1964
Americans with Disabilities Act (ADA)
Age Discrimination in Employment Act (ADEA)
Consolidated Omnibus Budget Reconciliation Act
(COBRA)
Worker Adjustment & Retraining Notification Act
(WARN)
Veterans Reemployment Rights
Consumer Credit & Fair Credit Reporting Act

Florida

New Hire Reporting Requirements
Clean Indoor Air Act
Unemployment Compensation
Workers Compensation
Whistle Blower Protection Act
Violence Leave Act

Board Retreat Agenda Item #22
December 13, 2010

Title:

Status Report on Board-appointed Committees

Staff:

Parwez Alam, County Administrator
Vincent S. Long, Deputy County Administrator
Christine Coble, Agenda Coordinator

Issue Briefing:

This item presents a status report on Board-appointed Committees and seeks Board direction regarding recommendations for any changes to the committees that may be desired by the Board.

Background:

At the November 16, 2010 regular meeting, the Board directed staff to provide a Board Retreat item regarding an overview of the scope, function, jurisdiction, and authority of all Board appointments and committees.

Citizen participation, by way of community input, advice, and/or recommendations regarding matters to be brought before the Board for approval, has always been important in developing Leon County's programs/policies and in providing quality public services to the community. In recent years, the Board has attempted to balance citizen involvement and staff resources when determining which committees to either create, continue, or dissolve.

Analysis:

Currently, the Board makes appointments to 37 committees (Attachment #1). Of those, 22 are required by federal law, state statute, County charter, or are joint, intergovernmental committees (Attachment #2). The remaining 15 were created by the Board of County Commissioners and exist at the sole discretion of the Board.

County Policy No. 03-15, "Board-Appointed Advisory Committees: Establishment, Appointment, Function, Operation, and Dissolution" governs the establishment of and applications process for the Board-appointed advisory committees. These committees are created by an enabling resolution, adopted by the Board, as either a focus group or a decision-making body (Attachment #3).

The following information provides the status of focus groups and decision-making committees, created at the sole discretion of the Board, and provides staff recommendations regarding whether the committee's purpose and function continues to support the Board's intended goals.

Focus Groups: Focus Groups are committees that are defined as advisory committees *not* intended to become part of the Board's decision-making process, but rather serve as a fact-finding source of community input for the purpose of developing staff recommendations to the Board (Table 1).

Table 1 – Focus Groups created by Board of County Commissioners

Name	Established/Created	Members
Bannerman Road Corridor Study CAC	Enabling Resolution, 1/18/2010	7
Community Health Coordinating Council	Enabling Resolution, 7/13/2010	9
Fort Braden Community Center	Board Action 4/224/1994	7
Frenchtown/Southside Revitalization CAC	Enabling Resolution, 8/17/2010	15
GEM Citizens User Group	Board Action, 7/1997	14
Miccosukee Community Center	Board Action, 1993	7
Miccosukee Recreation Council	Board Action, 2/23/1999	7
MWSBE Committee	Board Action, 1997	7
Sustainability Task Force	Enabling Resolution, 2/23/2010	11
Water Resources Committee	Board Action, 7/18/1995	7

- Bannerman Road Corridor Study Citizens Advisory Committee (CAC) is responsible for collecting public input and making final recommendations on transportation improvements to Bannerman Road. The attendance record of CAC members is attached (Attachment #4). The Committee will automatically be dissolved upon the completion of the Corridor Study Final Report.

Staff Recommendation: Continue the Bannerman Road Corridor Study CAC as a Focus Group until the completion and acceptance of the Corridor Study Final Report.

- Community Health Coordinating Council (CHCC): The CHCC is a committee, recently established by the Board, to monitor and bring awareness of the health status of Leon County, as well as inform the Board of healthcare reform development and other health-related legislation that may impact the health of its citizenry. Additionally, the CHCC will be a viable resource to the Board and instrumental in meeting the Board's goal to continue to provide primary and mental health services to uninsured County residents through community partnerships.

Staff Recommendation: Continue the Community Health Coordinating Council as a Focus Group and retain its established purpose and function.

- Fort Braden and Miccosukee Community Center Focus Groups: The scheduling the use of the Community Center facilities, providing building maintenance, and overseeing the day-to-day operational functions has been transferred to the County's Parks & Recreation Division. Presently, there are two Community Center Focus Groups, Fort Braden and Miccosukee, with the purpose to make recommendations to staff on operational rules, maintenance, and procedures for the Center. Each Community Center Focus Group meets on a semi-annual basis. Attachment #5 provides an attendance record that indicates most members attend only 50% of scheduled meetings.

Recommendation: Dissolve the Fort Braden and Miccosukee Community Center Focus Groups and direct staff to conduct, at a minimum, an annual community meeting to solicit citizen input and promote community involvement.

- Frenchtown/Southside Revitalization CAC: The CAC is a recently established focus group with the goal of promoting job creation, by means of addressing poverty, economic development, and underemployment in the Southside and Frenchtown communities. The newly-formed committee's goals overlap with several other well-established efforts that address the revitalization of the Frenchtown and Southside neighborhoods including the Community Redevelopment Agency (CRA)'s Frenchtown/Southside Revitalization Citizen Advisory Committee that provides guidance on project plans within the CRA. In addition, as part of the Southern Strategy Area (SSA) adopted by the County and City, a State of the Southern Strategy Report will be presented to the Board at its December 14, 2010 meeting. The report will include the latest economic, infrastructure, demographic, health, and public safety data available for the Southside communities.

Following the Board's creation of a County Frenchtown/Southside Revitalization Advisory Committee, staff was unable to secure enough attendees to convene its initial meeting and orientation. Given the overlapping functions with the CRA's Frenchtown/Southside Revitalization Advisory Committee and the Southern Strategy Area, staff recommends dissolving the County's Frenchtown/Southside Revitalization Advisory Committee to avoid confusion, eliminate duplicative oversight, and provide for a streamlined process to implement the goals and vision of the redevelopment plan.

Staff Recommendation: Dissolve the Frenchtown/Southside Revitalization Citizens Advisory Committee.

- GEM Citizens User Group: GEM consistently utilizes the User Group to provide input in developing the best possible policies and regulations to meet the Leon County community's needs and desires, while maintaining consistency with the Comprehensive Plan. The Group meets on an as-needed basis and an attendance record is provided (Attachment #6).

Staff Recommendation: Continue the GEM Citizens User Group's in its current function as a focus group.

- Miccosukee Recreation Council: The Recreation Council is the only remaining County recreation council. The recreation councils were initially established to provide year-round youth sports and recreation programming, and to promote, publicize, and advertise information pertaining to youth sports programming. However, the County has coordinated with three major organized sports groups: Little League Baseball, Pop Warner Football, and Top of Florida Soccer to provide and oversee youth sports. These organized sports groups provide countywide continuity in how a given sport is administered and delivered. Staff has no information on the number of meetings held or member attendance for the past 18 months.

Staff Recommendation: Dissolve the Miccosukee Recreation Council and direct staff to conduct annual community meetings to receive citizen input and community involvement.

- MWSBE Advisory Committee: This committee provides assistance in resolving disputes on Good Faith Efforts requirements as it pertains to the aspirational targets and MWSBE certifications appeals. In addition, the Committee advises staff on the direction of the program, based on the MGT Disparity Study. Member attendance is reflected in Attachment #7.

Staff Recommendation: Continue the MWSBE Advisory Committee. However, if the Board decides to restructure the MWSBE program to a Small Business and Community Development program, staff recommends dissolution of the current committee and the establishment of a new committee based on the design of a new program.

- Sustainability Task Force: The Task Force was recently created by the Board for the purpose of guiding internal government operations and the community toward a more sustainable future and advice on energy conservation strategies, waste reduction and recycling, green building practices and products, and the reduction of greenhouse gas emissions. The full Board made 11 appointments that were to include persons with expertise in areas such as urban and regional planning, environmental and energy systems, and 'green' building construction. However, collectively, the Task Force does not reflect the skill set and knowledge base necessary to provide sufficient guidance to County staff. The focus group has not yet had its first meeting and, according to its Enabling Resolution, will be dissolved upon completion of its responsibilities or February 29, 2012, whichever comes first.

Staff Recommendation: Continue the Sustainability Task Force as a focus group and direct staff to bring back an agenda item to reorganize the committee in order to provide greater member expertise.

- Water Resources Committee (WRC): The WRC provides input to the Board and County staff on policies, regulations, and management activities of the County's surface and groundwater, including drinking water. The WRC meets monthly and members regularly attend meetings as reflected in its attendance sheet (Attachment #8).

Recommendation: Staff recommends the Water Resources Committee continue as a focus group to provide relevant and useful advice to the Board.

Decision-Making Committees: Decision-making Committees are defined as advisory committees that *are* intended to become part of the Board's decision-making process by providing recommendations directly to the Board for Board action or by making final binding decisions on behalf of the Board (Table 2). Upon review of the committees considered to be Decision-Making, none are identified for potential dissolution given the nature of their responsibilities; however, staff may recommend revisions to the purpose and responsibilities of a committee.

Table 2 – Decision-making Committees created by Board of County Commissioners

Name	Established/Created	Members
Code Enforcement Board	County Ordinance, 1988	7
Enterprise Zone Development Agency	County Ordinance, June 2002	11
Human Services Grant Review Committee	Board Policy, 1981; revised 2004 and 2008	14
Human Relations Advisory Committee	Enabling Resolution, July 14, 2009	7
Library Advisory Board	Board Action, 1955	7

- Code Enforcement Board (CEB):** The CEB is a quasi-judicial board, which has the authority to impose administrative fines where a violation of a code provision has occurred, with the goal of obtaining voluntary compliance. As a decision-making body, the CEB conducts hearings on cases involving violations of environmental, zoning, building, and junk ordinances, and enters orders to enforce County laws using approved procedures. The CEB meets monthly and well-attended by its members (Attachment #9).

Staff Recommendation: Continue the Code Enforcement Board as a decision-making committee.

- Enterprise Zone Development Agency (EZDA):** The EZDA’s responsibility includes reviewing, processing and certifying applications for state enterprise zone tax incentives; promoting the development of the enterprise zone; assisting in the development and oversight of the enterprise zone strategic plan; identifying and recommending ways to remove regulatory barriers placed on enterprise zone businesses; and, identifying the financial needs of, and local resources or assistance available to, eligible businesses within the enterprise zone. The 11 EZDA members, appointed by the full Board, are representative of diverse citizens and organizations (Attachment #10-Attendance).

Staff Recommendation: Continue the Enterprise Zone Development Agency as a decision-making committee.

- Human Services Grant Review Committee:** The Human Services Grant Review Committee evaluates human service funding requests submitted by local non-profit human services organizations as part of the County’s regular budget cycle (Community Human Services Partnership [CHSP] funding), and makes recommendations to the Board. The Committee is available to perform program evaluations to determine the merit of a mid-year funding requests and the extent to which it meets the Committee's priority guidelines and assessment criteria. The Committee remains a vital part of the CHSP process, which requires individuals to be active participants. However, the attendance record reflects the lack of attendance and participation in the grant review process by some members (Attachment #11)

Staff Recommendation: Continue the Human Services Grant Review Committee as a decision-making Committee.

- Human Relations Advisory Committee: The Committee was created to serve as an advisory and public policy sounding board to study nondiscrimination and other human relations issues in Leon County, and report back to the Board with recommendations as applicable. The Committee was successful in the development and adoption by the Board of a Human Rights Ordinance. Currently, the Committee is uncertain of its direction and what issues to focus on in the future. The Committee meets monthly and most members have a strong attendance record; however, there has been one unfilled vacancy since January 2010 (Attachment #12).

Staff Recommendation: Determine that the Human Relations Committee has completed its responsibility/mission or continue the Committee as a decision-making committee and provide staff with Board guidance.

- Library Advisory Board (LAB): The LAB serves as a forum for community input concerning library programs and activities and performs an important role in the review of citizen complaints about library materials. The LAB meets regularly, generally monthly, and an attendance record is attached (Attachment #13).

Staff Recommendation: Continue the Library Advisory Board as a decision-making committee.

Fiscal Impact:

Other than staff resources, this item has no fiscal impact.

Options:

1. Accept the status report on Board-Appointed Committees.
2. Adopt recommendations pertaining to the dissolution of committees presented herein:
 - a. *Dissolve the Fort Braden and Miccosukee Community Center focus groups and direct staff to conduct, at a minimum, an annual community meeting for each community center area to receive citizen input.*
 - b. *Dissolve the Miccosukee Recreation Council and direct staff to conduct annual community meetings to receive citizen input and community involvement.*
 - c. *Dissolve the Frenchtown/Southside Revitalization Citizens Advisory Committee.*
3. Direct staff to bring back an agenda item to reorganize the Sustainability Task Force in order to provide greater member expertise.
4. Determine that the Human Relations Committee has completed its responsibility/mission and direct staff to complete a Committee Dissolution form.
5. Provide direction to staff regarding the Human Relations Advisory Committee.
6. Board Direction.

Recommendation:

Options #1, #2a-c, #3; and, Board Direction regarding the Human Relations Advisory Committee.

Attachments:

1. Committee List
2. Board-Appointed Committees: Creation, Appointing Authorities, and Type
3. Sample Enabling Resolution creating Board advisory committees
4. Attendance Record – Bannerman Road Corridor Study CAC
5. Attendance Records – Fort Braden and Miccosukee Community Center Focus Groups
6. Attendance Record – GEM Citizens’ User Group
7. Attendance Record – MWSBE Committee
8. Attendance Record – Water Resources Committee
9. Attendance Record – Code Enforcement Board
10. Attendance Record – Enterprise Zone Development Agency
11. Attendance Record – Human Services Grant Review Committee
12. Attendance Record – Leon County Human Relations Committee
13. Attendance Record – Library Advisory Board

COMMITTEE LISTINGS

Adjustment and Appeals Board

Responsible for determining appeals of code-related (Land Development Regulations) interpretations and granting variances to the provisions of the LDRs based on documented hardship.

Affordable Housing Advisory Committee

Review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan and shall recommend specific actions or initiatives to encourage or facilitate affordable housing.

Architectural Review Board

Reviews and make recommendations on listing of properties on the Local Register Historic Places and review changes to the exterior of properties zoned Historic Preservation, and issues Certificates of Appropriateness.

Audit Advisory Committee

Promote, maintain, and enhance the independence and objectivity of the internal audit function by ensuring broad audit coverage, adequate consideration of audit reports, and appropriate action on recommendations.

Bannerman Road Corridor Study Citizens Advisory Committee (Ad hoc)

Participation in the Corridor Study; collect public input; and, make final recommendations on transportation improvements to Bannerman Road

Big Bend Health Council, Inc.

Provide for local representation in planning and evaluating health needs of a regional 14-county service district.

Canopy Roads Citizens Committee

Standing committee that will make recommendations to the City and County Commissions on matters related to Canopy Road preservation.

Capital Region Transportation Planning Agency Advisory Committee

Make recommendations to the CRTPA Board regarding the needs of users of all modes of transportation, including bicycle/pedestrian and transit.

Civic Center Authority

Provide policy direction, planning, developing, operating and maintaining comprehensive complex of civic, governmental, educational, recreational, convention and entertainment facility.

Code Enforcement Board

Conduct hearings on cases involving violations of environmental, zoning, building and junk ordinances and enter orders to enforce County laws.

Community Development Block Grant Citizen's Advisory

Assist with CDBG program planning, implementation, assessment and oversight and counsel and advise the Leon County Housing Program.

Community Health Coordinating Committee

To serve as a hub of information, monitor and bring awareness of the health status of Leon County, and coordinate with existing community health partners

Contractors Licensing and Examination Board

Accept and approves applications, including Administers Examinations for contractors licenses and issues contractors licenses.

Council on Culture & Arts

Coordinate and disseminate information regarding cultural events and opportunities.

Educational Facilities Authority

Assist institutions for higher education in construction, financing, and refinancing of projects.

Enterprise Development Zone Agency (EDZA) Board of Commissioners

Review, process and certify applications for state enterprise zone tax incentives and provide assistance to businesses and residents within EZ.

Fort Braden Community Center Focus Group

Reviews planning, oversight, and general maintenance of the Center.

Frenchtown/Southside Revitalization Citizen Advisory Committee (Ad hoc)

Develop new approaches and creative solutions to spur revitalization and economic opportunity/development in the Southside and Frenchtown communities by exploring issues of poverty, unemployment, and underemployment.

Growth & Environmental Management Citizens User Group

Provide Board recommendations regarding proposed ordinances that impact growth management and other issues pertaining to current planning, development review, and environmental compliance.

Housing Finance Authority

Encourage investment by private enterprise and stimulates construction and rehabilitation of housing through use of public financing.

Human Services Grants Review Committee

Evaluate human service funding requests during regular budget cycle and make recommendations to the Board.

Investment Oversight Committee

Review and recommend changes in investment practices of Leon County; review the County's portfolio activity for compliance with the investment plan; review investment policies and makes recommendations.

J. R. Alford Greenways Citizen's Advisory Committee (Ad hoc)

Participate in the update and review of the Greenways' Management Plan, collect public input, and make final recommendations regarding any modifications to the Management Plan to the Leon County Board of County Commissioners for submittal to the State.

Joint City/County/School Board Coordinating Committee

Fosters the coordination of comprehensive planning and school facilities planning programs.

Leon County Human Relations Advisory Committee

Serves as an advisory and public policy sounding board to study nondiscrimination and other human relations issues in Leon County, and report back to the Board with recommendations as applicable.

Library Advisory Board

Serve as a forum for community input concerning library programs and activities and as a liaison and advocate of the library.

Miccosukee Canopy Road Greenways Citizen's Advisory Committee (Ad hoc)

Participate in the update and review of the Greenways' Management Plan, collect public input, and make final recommendations regarding any modifications to the Management Plan to the Leon County Board of County Commissioners for submittal to the State.

Miccosukee Community Center Focus Group

Reviews planning, oversight, and general maintenance of the Center.

Miccosukee Recreation Council

Review provision of year-round youth sports and recreation programming.

Minority/Women Small Business Enterprise (M/WSBE) Committee

Review M/WSBE program.

Planning Commission /LPA/TPAC

Act as advisory committee to City and County commissions seeking its advice and assistance in comprehensive planning and development in the Tallahassee area.

Research and Development Authority

Created for the purpose of planning and financing capital projects in the form of research and development parks to encourage local economic development.

Science Advisory Committee

Evaluate scientific evidence and report findings and recommendations pertaining to environmental issues.

Sustainability Task Force (Ad hoc)

Guide internal government operations and the community toward a more sustainable future through technical assistance and advice on energy conservation strategies

Tourist Development Council

Develop plans for tourist development; make recommendations for operation of special projects or for uses of tax revenue; Reviews expenditures of revenue from development trust fund.

Water Resources Committee

Address community-wide concerns such as flooding, recreational and community economic value, watershed management and funding priorities.

Workforce Plus

To review and approve all job training plans under Section 104 of the Title I of the JTPA.

Board-Appointed Committees Creation, Appointing Authorities, and Type

**Highlighted are those committees that are established by Federal Law, Florida Statute, County Charter, Interlocal Agreement, or have representation from multiple agencies.*

Committee	Method of Creation	Appointing Authorities	Focus Group/Decision-Making
Adjustment and Appeals Board	County Ordinance	County and City Commissions	Decision-Making
Affordable Housing Advisory Committee	Florida Statutes/ County Ordinance	County Commission	Decision-Making
Architectural Review Board	Florida Statutes/ Leon County Code	County and City Commissions	Decision-Making
Audit Advisory Committee	Leon County Charter	County Commission and Clerk	Decision-Making
Bannerman Road Corridor Study Citizens Advisory Committee (Ad Hoc)	Enabling Resolution	County Commission	Focus Group
Big Bend Health Council, Inc.	Florida Statutes	County Commission & Surrounding Counties	Decision-Making
Canopy Road Citizens Committee	Interlocal Agreement	County and City Commissions	Decision-Making
Capital Region Transportation Planning Agency (CRTPA) Citizens Advisory Committee	CRTPA Board	County Commission, Chairman of CRTPA, and Vice Chairman of CRTPA	Focus Group
Civic Center Authority	Florida Statutes	County Chairman, City Mayor, FSU President, and FAMU President	Decision-Making
Code Enforcement Board	County Ordinance	County Commission	Decision-Making
Community Development Block Grant Citizen's Advisory Task Force	Florida Statutes/ County Ordinance	Housing Finance Authority and County Commission	Decision-Making
Community Health Coordinating Council	Enabling Resolution	County Commission	Focus Group
Contractors Licensing and Examination Board	Florida Statutes/ County Ordinance	County Commission	Decision-Making
Council on Culture and Arts	Board Action	County and City Commissions	Decision-Making
Educational Facilities Authority	Florida Statutes	County Commission	Decision-Making
Enterprise Development Zone Agency	County Ordinance	County Commission	Decision-Making

Committee	Method of Creation	Appointing Authorities	Focus Group/Decision-Making
Fort Braden Community Center Focus Group	Board Action	County Commission	Focus Group
Frenchtown/Southside Revitalization Citizen Advisory Committee (Ad Hoc)	Enabling Resolution	County Commission	Focus Group
GEM Citizens User Group (meets as needed)	Board Action	County Commission	Focus Group
Housing Finance Authority	Florida Statutes/ County Ordinance	County Commission	Decision-Making
Human Services Grants Review Committee	Board Policy	County Commission	Decision-Making
Investment Oversight Committee	County Ordinance	County Commission and Clerk	Decision-Making
Joint City/County/School Board Coordinating Committee	Interlocal Agreement	County and City Commissions and the School Board	Decision-Making
J. R. Alford Greenways Citizen's Advisory Committee (Ad Hoc)	Florida Statutes/ Enabling Resolution	County Commission/Planning/Florida DEP/ Ochlockonee River Soil and Water Conservation District	Decision-Making
Leon County Human Relations Advisory Committee	Enabling Resolution	County Commission	Decision-Making
Library Advisory Board	Board Action	County Commission	Decision-Making
Miccosukee Canopy Road Greenways Citizens Advisory Committee (Ad Hoc)	Florida Statutes/ Enabling Resolution	County Commission/Planning/ Florida Department of Environmental Protection/ Ochlockonee River Soil and Water Conservation District	Decision-Making
Miccosukee Community Center Focus Group	Board Action	County Commission	Focus Group
Miccosukee Recreation Council	Board Action	County Commission	Focus Group
M/WSBE Committee	Board Action	County Commission	Focus Group
Planning Commission	Interlocal Agreement	County and City Commissions and School Board	Decision-Making
Research and Development Authority (Innovation Park)	Florida Statutes/ County Ordinance	County and City Commissions and Presidents of FAMU, FSU, and TCC	Decision-Making
Science Advisory Committee	Board Action	County and City Commissions	Focus Group

Committee	Method of Creation	Appointing Authorities	Focus Group/Decision-Making
Sustainability Task Force (Ad Hoc)	Enabling Resolution	County Commission	Focus Group
Tourist Development Council	Florida Statutes/ County Ordinance/	County Commission	Decision-Making
Water Resources Committee	Board Action	County Commission	Focus Group
Workforce Plus	Federal Law 105-220 (Workforce Investment Act, Title 1), Sec. 117; Florida Workforce Innovation Act; Interlocal Agreement	Leon, Wakulla, and Gadsden County Commissions	Decision Making

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, TO ESTABLISH AN ADVISORY COMMITTEE WHICH SHALL BE NAMED THE **[**NAME OF COMMITTEE**]** AND WHICH SHALL OPERATE AND FUNCTION AS A **[**FOCUS GROUP or DECISION MAKING COMMITTEE**]**.

WHEREAS, the Board of County Commissioners of Leon County, Florida (the Board) recognizes and acknowledges the importance of public involvement and input in County government; and

WHEREAS, in order for the Board to consider the input of the public in the matter of **[**briefly describe the matter in which the committee will be involved**]**, it wishes to establish and appoint an advisory committee to function and operate in accordance with Board Policy No. _____, Board-Appointed Advisory Committees: Establishment, Appointment, Function, Operation, and Dissolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, that:

1. The Board hereby establishes an advisory committee, to be named the **[**name of committee**]**, for the purpose of **[**briefly describe the purpose of the committee**]**.
2. The **[**name of committee**]** shall function and operate as a **[**Focus Group or Decision Making Committee**]** in accordance with Board Policy No. _____, Board-Appointed Advisory Committees: Establishment, Appointment, Function, Operation, and Dissolution.
3. The **[**name of committee**]** shall have as its goal to **[**briefly describe the**

goal of the committee**].

4. The **[**name of committee**]** shall be charged with the responsibility of giving input to **[**staff (if Focus Group) or the Board (if Decision Making Committee)**]** as follows: **[**describe in detail what the responsibility of the advisory committee will be; for example, if it is a Focus Group it will be giving its collective input to staff on various matters; if it is a Decision Making Committee it will be making a final recommendation to the Board in the form of a written report, oral presentation, or other means**]**.

5. The **[**name of committee**]** shall have **[**number of members**]** members to be appointed as follows: **[**describe the manner in which the members will be appointed**]**.

6. The members of the **[**name of committee**]** **[**shall or shall not**]** be subject to full and public disclosure of financial interests.

7. The **[**name of committee**]** shall be assisted by staff from the **[**name of department from which the Staff Support Person will be assigned**]**.

8. The **[**name of committee**]** shall be dissolved only as follows: **[**identify a date or an occurrence of an event (such as the completion of the responsibilities of the committee) after which the committee will be dissolved or, if there is no such date or event, enter "Upon direction of the Board"**]**.

9. This resolution shall become effective immediately upon its adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon
County, Florida, this ____ day of _____, 200__.

LEON COUNTY, FLORIDA

ATTESTED BY:

BY: _____
_____, Chairman
Board of County Commissioners

BY: _____
Bob Inzer
Clerk of the Circuit Court

APPROVED AS TO FORM:
Leon County Attorney's Office
Leon County, Florida

BY: _____
Herbert W. A. Thiele
County Attorney

**Board of County Commissioners
 Appointments to Authorities/Boards/Committees/Councils
 Attendance Report**

Committee Name: Bannerman Road Corridor Study*

Committee Staff Contact: George Su, P.E. @ 606-1544

*(Fill in dates of meetings**)*

Appointee	7/21/10	8/12/10	10/27/10		Total Meetings	Attended
Douglas R. Barkley	X		X		3	2
Fred Breeze	X	X	X		3	3
Tim Kinney		X	X		3	2
Michael Mendez	X	X	X		3	3
Brad Parker, Chair	X	X	X		3	3
Mark E. Reichert	X	X	X		3	3
Joanie D. Trotman, Co-chair	X	X	X		3	3

If member attends, please place an "x" in the meeting box.

Additional Information or Remarks:

* The Bannerman Road Corridor Study CAC was established January 2010.

** Meetings are scheduled according to the Project Milestones and on an "as-needed basis." In general, the CAC meetings should be held quarterly.

**Board of County Commissioners
 Appointments to Authorities/Boards/Committees/Councils
 Attendance Report**

Committee Name: Fort Braden Community Center Focus Group

Committee Staff Contact: Jan Taylor, Community Center Coordinator

(The Focus Group meets quarterly.)

Appointee		3/9/10	9/21/10		Total Meetings	Attended
Mary Allen		x			2	1
June Crutchfield		x			2	1
Brenda Fagen		x			2	1
Pastor Milton Harrington *		n/a			1	0
Jessie May Harvey		x			2	1
Ed Telander		x			2	1
June Tidwell		x			2	1

If member attends, please place an "x" in the meeting box.

Additional Information or Remarks:

* Pastor Harrington was appointed May 2010.

On 9/21/10, no members of the focus group attended the meeting.

Board of County Commissioners Appointments to Authorities/Boards/Committees/Councils Attendance Report

Committee Name: Miccosukee Community Center

Committee Staff Contact: Jan Taylor, Community Center Coordinator

(Focus Group meets quarterly)

Appointee	3/23/10	9/28/10	Total Meetings	Attended
Linda Sue Cromartie		x	2	1
Perry Duhart*			2	0
Albert Green	x	x	2	2
David Hall	x		2	1
Pat Herold	x		2	1
George Long		x	2	1
Mary Young	x	x	2	2

If member attends, please place an "x" in the meeting box.

Additional Information or Remarks:

* Perry Duhart has been ill.

Board of County Commissioners Appointments to Authorities/Boards/Committees/Councils Attendance Report

Committee Name: GEM Citizen's User Group

Committee Staff Contact: Pam Scott

(Fill in dates of meetings)

Appointee	6/7/10	7/19/10					Total Meetings	Attended
April Asker							2	0
Jack Buford							2	0
Ronald Burger	X	X					2	2
Bob Campbell	X	X					2	2
John Dew							2	0
Charles Evans							2	0
Stephen Frederickson							2	0
John Gorham							2	0
David Jackson							2	0
Linda Jamison							2	0
Rick Kearney							2	0
Cliff Lamb							2	0
Wade Pitt	X	X					2	2
Rick Wolfarth	X	X					2	2

If member attends, please place an "x" in the meeting box.

Additional Information or Remarks:

Attachment # 6
of 1

**Board of County Commissioners
Appointments to Authorities/Boards/Committees/Councils
Attendance Report**

Committee Name: MWSBE Committee

Committee Staff Contact: Iranetta Dennis, MWSBE Director

(Fill in dates of meetings)

Appointee	1/27/09	8/13/09	1/6/10	5/19/10	6/16/10	9/29/10	11/2/10		Total Meetings	Attend
Clifton Brown		X	X		X		X		5	4
Tracey Cohen		X			X		X		5	3
Alma Gonzalez*	n/a	n/a	n/a	n/a	n/a		X		1	1
Carmen Green**	X		X		X	n/a	n/a		4	3
Eddie Kilpatrick***		X	X		X	n/a	n/a		4	3
Patricia McGowan	X	X					X		5	3
Ted Parker	X	X	X		X		X		5	5
Larry Simmons****	n/a	n/a	n/a	n/a	n/a		X		1	1
Frank Williams		X	X				X		5	3

If member attends, please place an "x" in the meeting box.

Additional Information or Remarks:

The meeting of May 19, 2010 was cancelled due to a lack of a quorum.

The meeting of September 29, 2010 was cancelled due to a lack of a quorum.

- * Alma Gonzalez was appointed July 2010
- ** Carmen Green's term expired May 2010; remained until new appointment
- *** Eddie Kilpatrick's term expired May 2010; remained until new appointment
- **** Larry Simmons was appointed July 2010

**Board of County Commissioners
Appointments to Authorities/Boards/Committees/Councils
Attendance Report**

Committee Name: Citizens Advisory Water Resources

Committee Staff Contact: Stephen Hodges

(Fill in dates of meetings)

Appointee	1/1/10	2/1/10	3/1/10	4/5/10	5/3/10	No meeting	7/12/10	8/2/10	9/13/10	No meeting	No meeting	12/6/10	Total Meetings	Attended
Dr. Jim Cavanagh	X		X		X		X	X	X			n/a	8	6 = 75%
Grayal Farr	X	X	X	X	X		X	X				n/a	8	7 = 88%
Dr. Pamela Hall	X	X	X	X	X		X	X	X			n/a	8	8 = 100%
John Labie	X				X		X	X	X			n/a	8	5 = 63%
Nancy Miller	X	X	X	X					X			n/a	8	5 = 63%
Dr. Larry Robinson	X		X		X							n/a	8	3 = 38%
Robert Scanlon	X	X	X	X	X		X	X	X			n/a	8	8 = 100%

If member attends, please place an "x" in the meeting box.

Additional Information or Remarks:

- Form completed by staff on December 1, 2010;
- December 6, 2010 meeting has not yet occurred.

**Board of County Commissioners
 Appointments to Authorities/Boards/Committees/Councils
 Attendance Report**

Committee Name: Code Enforcement Board

Committee Staff Contact: Jessica Koon
koonj@leoncountfl.gov
 (850) 606-1379

Appointee	10/15/09	11/19/09	1/21/10	2/18/10	3/18/10	4/15/10	5/20/10	7/15/10	8/19/10	9/16/10	Total Meetings	Attended
Rikkia Rellford	x	x	x		x	x	x	x	x	x	10	9
Debo Powers	x	x	x	x	x	x			x	x	10	8
Curtis Whigham	x	x	x	x	x	x	x	x	x	x	10	10
Earl Cushing		x	x	x	x		x	x	x	x	10	8
Betsy Henderson	x	x	x	x	x		x	x		x	10	8
Rolando Gutierrez	x	x		x	x	x	x	x	x	x	10	9
Carmen Green	x	x	x			x		x	x	x	10	7

If member attends, please place an "x" in the meeting box.

Additional Information or Remarks:

Board of County Commissioners Appointments to Authorities/Boards/Committees/Councils Attendance Report

Committee Name: Enterprise Zone Development Agency Board of Commissioners

Committee Staff Contact: Nicole Singletary

(Fill in dates of meetings)

Appointee	2/11/09	4/8/09	8/12/09	11/12/09	2/10/10	4/14/10	8/11/10	Total Meetings	Attend
Ken Barber*		X	X	X			N/A	6	3
Keith Bowers	X	X	X	X	X		X	7	6
Loyd Childree**	N/A	N/A	N/A	N/A	X			3	1
Kris Dake	N/A	N/A	N/A	X	X		X	4	3
Regina Davis	X		X	X	X		X	7	5
James Lockley	X	X		X			X	7	4
Kim Moore	X			X		X		7	3
Bob Rackleff***	X	X		X	N/A	N/A	N/A	4	3
Kim Rivers	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Joe Schreiber****	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Emma Smith	X	X	X	X	X	X	X	7	7
Todd Sperry	X	X		X			N/A	6	3
Gene Telfair*****	X	X					N/A	6	2
David Vincent*****	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Johanna Williams-Money	X	X	X	X	X	X	X	7	7

* Ken Barber's term expired July 31, 2010.

** Loyd Childree was appointed January 2010.

*** Commissioner Rackleff's term expired November 16, 2010.

**** Joe Schreiber was appointed September 14, 2010.

***** Gene Telfair's term expired July 31, 2010.

***** David Vincent was appointed by the Chamber to replace Todd Sperry on September 14, 2010

Board of County Commissioners Appointments to Authorities/Boards/Committees/Councils Attendance Report

Committee Name: Human Services Grant Review Committee

Committee Staff Contact: Don Lanham, Grants Coordinator, 606-5328

(Fill in dates of training sessions and general meetings.)

Appointee	September 19, 2009	Training Session	September 9, 2010	Training Session	Total Meetings	Attended
Tim Coughlin	X	X	X	X	4	4
Anita Davis	X		E		4	1 + 1E
Justin Day	E	X	E	X	4	2 + 2E
Beverlee DeMello	E	X	E	X	4	2 + 2E
Cynthia Gardner Williams	X	X	E	X	4	3 + 1E
Eric Hartwell			E		4	1E
Jerry Moore					4	0
Kim Moore	E	X	X	X	4	3 + 1E
Kaleema Muhammed	E	X	X	X	4	3 + 1E
Linda Nicholzen	N/A	N/A	N/A	N/A	N/A	N/A
Suzanne Phillips	X	X	X	X	4	4
Janis Piotrowski	N/A	N/A	N/A	N/A	N/A	N/A
Mary Wakeman	X	X	X	X	4	4

If member attends, please place an "X" in the meeting box.

- An "E" represents those members who had an excused absence.

Additional Information or Remarks:

- Linda Nicholzen appointed in September 2010
- Janis Piotrowski appointed in September 2010
- There is one vacancy that is anticipated to be filled in December 2010.

**Board of County Commissioners
Appointments to Authorities/Boards/Committees/Councils
Attendance Report**

Committee Name: Human Relations Advisory Committee

Committee Staff Contact: Chansidy Daniels

(Fill in dates of meetings)

Appointee	1/4/10	2/1/10	2/17/10	3/1/10	4/5/10	5/3/10	10/4/10	11/1/10		Total Meetings	Attended
Craig Fletcher*			N/A	N/A	N/A	N/A	N/A	N/A		2	0
Lee Johnson	X	X	X	X		X	X	X		8	7
Sharon Ofuani**	X			N/A	N/A	N/A	N/A	N/A		3	1
Jeff Peters	X	X	X	X	X			X		8	6
Phil Perry***	N/A	N/A	N/A	N/A	N/A					3	0
Robert Renzi	X	X	X	X	X	X	X	X		8	8
Jessica Tice		X	X	X	X	X		X		8	6
James VanRiper	X	X	X	X	X	X	X	X		8	8

If member attends, please place an "x" in the meeting box.

Additional Information or Remarks:

- * Craig Fletcher resigned February 2010.
- ** Sharon Ofuani resigned March 2010.
- *** Phil Perry was appointed April 13, 2010.

**Board of County Commissioners
 Appointments to Authorities/Boards/Committees/Councils
 Attendance Report**

Committee Name: Library Advisory Board

Committee Staff Contact: Cay Hohmeister / Library Director

Fill in dates of meetings)

Appointee	10/6/09	12/1/09	1/5/10	2/2/10	3/2/10	4/6/10	5/4/10	6/1/10	8/3/10	9/7/10		Total Meetings	Attended
Lester Abberger	X	X	X		X	X	X		X	X		10	8
Florence Brainerd	X		X	X	X	X	X	X	X	X		10	9
Beth Langford	X	X	X	X	X	X				X		10	7
Brian Lupiani	X	X	X	X	X	X	X	X	X	X		10	10
Joe Musgray		X	X	X	X	X	X	X	X	X		10	9
Anneliese Oppenheim		X	X	X		X	X					10	5
Babs Taff	X		X	X	X		X	X	X			10	7

If member attends, please place an "x" in the meeting box.

Additional Information or Remarks:

RESOLUTION

A RESOLUTION DECLARING THE NEED FOR A HEALTH FACILITIES AUTHORITY TO FUNCTION IN LEON COUNTY, FLORIDA: ESTABLISHING THE LEON COUNTY HEALTH FACILITIES AUTHORITY: SETTING FORTH CERTAIN CONDITIONS FOR THE EXERCISE OF THE AUTHORITY'S POWERS AND RESPONSIBILITIES: NAMING THE INITIAL MEMBERS OF THE AUTHORITY AND PROVIDING AN INITIAL MEETING OF THE SAID AUTHORITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA:

Section 1. The Board of County Commissioners of Leon County, Florida, hereby finds and declares that it is essential to the welfare, prosperity and the improvement of the health and living conditions that the people of Leon County have access to adequate medical care and health facilities, and that it is essential that health facilities within Leon County be provided with an additional means to assist in the development, improvement and maintenance of the public health.

Section 2. The Board of County Commissioners further finds and declares that there is a need for the establishment of a Health Facilities Authority within Leon County, which Authority is hereby created under the Health Facilities Authorities Law (Chapter 154, Part III, Florida Statutes, 1977, as amended by Chapter 78-115, Laws of Florida, 1978) to function in Leon County.

Section 3. The Leon County Health Facilities Authority is hereby created and may transact business and perform duties and exercise all the powers authorized and empowered by the Health Facilities Authorities Law, subject to the specific condition that the Authority shall consider only such financial undertakings as are provided in the Act as shall be approved by Resolution of the Board of County Commissioners duly adopted at a regular or special meeting of such Board.

Section 4. No notes, bonds or any other obligation incurred by the Authority shall be deemed a pledge of the faith or credit of Leon County, Florida. No ad valorem taxes shall ever be used for the purpose of paying the interest or principal on any bonds issued to finance or refinance a project.

Section 5. The following five persons are hereby designated as members of said Leon County Health Facilities Authority for the respective terms prescribed below:

Dr. I. B. Harrison shall serve for one year,
Lucille Alexander shall serve for two years,
Margaret Lynn Duggar shall serve for three years,
Dr. James E. Pitts shall serve for four years, and
Dr. James A. Davis shall serve for four years.

In addition, each of the said members shall further serve until his successor is appointed and has qualified. Each of the terms above described shall commence upon the initial meeting of the said Authority and at said initial meeting each member of the Authority shall take and subscribe the oath or affirmation required by the State Constitution. A record of each such oath shall be filed in the office of the Secretary of State and with the Clerk of the Board of County Commissioners of Leon County.

Section 6. The initial meeting of the said Authority shall be at 9:00 o'clock, a.m., on March 13, 1979, at Leon County Courthouse in the City of Tallahassee, Leon County, Florida. If fewer than three of the persons above named are present at said meeting, those of said persons who are present may adjourn the meeting from time to time until three members shall be present.

BCC-18
February 27, 1979

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Attachment #: 14
Page 3 of 3

Section 7. The Clerk of the Board of County Commissioners of Leon County shall send a certified copy of this Resolution to each of the above named members of said Authority as official notice of his or her designation as such member. This Resolution shall constitute the Charter of the said Authority.

Section 8. This Resolution shall take effect immediately upon its adoption.



ATTEST: Paul F. Hartsfield
Clerk of Circuit Court

By: Sam Hunt
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
LEON COUNTY, FLORIDA

By: [Signature]
Chairman

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

To: Christine Coble
Agenda Coordinator

From: Herbert W. A. Thiele, Esq.
County Attorney *HWAT: eal*

Date: November 29, 2010

Subject: Health Facilities Authority

Attached please find background information for your use on the Health Facilities Authority. Should you have any questions or need further information, please contact the County Attorney's Office.

HWAT:eal
Attachment

Bryant
Miller
&
Olive P.A.

July 26, 2005

Mr. Herbert W. A. Thiele
Leon County Courthouse
301 South Monroe Street, Room 433E
Tallahassee, FL 32301

Re: Leon County Health Facilities Authority

Dear Mr. Thiele:

We have received a copy of the Memorandum addressed to you, dated July 21, 2005, from Richard Voss of the Florida Auditor General's Office inquiring about the status of the Leon County Health Facilities Authority (the "Authority").

Paragraph 2 of that Memorandum states Mr. Voss' understanding that "the bond issuance for which the Leon County Health Facilities Authority was formed is still outstanding."

Our firm served as Bond Counsel to the Authority for the issuance of \$1,950,000 Leon County Health Facilities Authority Gross Revenue Bonds, Series 1979 (Florida Health Services, Inc. Project) (the "Bonds"). These Bonds are the only bond issuance by the Authority of which we have any record. Our files indicate that on December 30, 1987, the Bonds were defeased to their first optional redemption date of October 1, 1989 at a redemption price of 104% of par, and accordingly are no longer outstanding.

We have no knowledge of the other matters addressed in Mr. Voss' Memorandum.

If we can be of any further assistance in this matter, please let me know.

Very truly yours,



Elise F. Judelle

EFJ/csj

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LEON COUNTY
ATTORNEY'S OFFICE



Memorandum

850/487-9058 Fax# 850/487-4403
SC 277-9058 Fax# 277-4403

DATE: July 21, 2005
TO: Herbert W.A. Thiele, Registered Agent
FROM: Richard Voss, Auditor
SUBJECT: Leon County Health Facilities Authority

In connection with our performance audit of the local government financial reporting system, we would appreciate your assistance with the following matter related to Leon County Health Facilities Authority (the Authority) for the fiscal year ending September 30, 2003.

1. We understand that the Leon County Health Facilities Authority was formed as a conduit entity for the issuance of bonds.
2. We understand that the bond issuance for which the Leon County Health Facilities Authority was formed is still outstanding.
3. We understand that there has not been any activity by the Leon County Health Facilities Authority for approximately the past 15 years.
4. We understand that the Leon County Health Facilities Authority either submitted a filing fee waiver with the Department of Community Affairs, or the filing fee is paid through the Leon County Clerk's finance department.
5. We understand that to the best of your knowledge, there is no bank account, or any other assets held by the Leon County Health Facilities Authority.
6. We understand that the sole purpose of the Leon County Health Facilities Authority is to administer the bond issue.

Board Retreat, Agenda Item #23
December 13, 2010

Title:

Board Consideration to Transition from a Minority, Women, Small Business Enterprise (MWSBE) Office to a Small Business and Community Development Office.

Staff:

Parwez Alam, County Administrator
Vincent S. Long, Deputy County Administrator
Alan Rosenzweig, Assistant County Administrator
Iranetta Dennis, Director, MWSBE

Issue Briefing: This item seeks Board direction on whether to pursue the transition from the County's existing Minority, Women and Small Business (MWSBE) program to a Small Business and Community Development Office.

During the November 9, 2010, Board Meeting, Commissioner Proctor discussed transitioning the MWSBE program into a Small Business and Community Development Office and requested this issue to be included at the Board retreat.

Analysis: Leon County currently operates the Minority, Women and Small Business Enterprise program through the MWBSE Division. While co-located with the Purchasing Division, the MWSBE Division operates separately. The County co-located the divisions upon the recommendation of a 2000 MGT study. Co-location provides vendors and staff with access to shared documents and facilitates better collaboration during pre-bid conferences and bid award activities.

The MWSBE program is composed of two, separate program areas:

1. The MBE component focuses on firms owned and operated by minorities and women; and
2. The SBE component focuses on businesses that meet the small business criteria in terms of their size and net worth, regardless of the owner's gender or ethnicity.

There are relatively few programs of this nature currently being run in Florida. The following table shows the most recent listing of jurisdictions in Florida running a similar program:

FL County/City	* Programs	Program Design	
		Race/Gender Specific	Race/Gender Neutral
Hillsborough County, FL	MWBE, SBE	X	X
City of Hollywood, FL	MBE, SBE	X	X
City of Tallahassee	MWBE, DBE	X	X
City of Tampa, FL	MWBE, SBE	X	X
Orange County, FL	MWBE	X	
Osceola County, FL	MBE	X	
City of Orlando, FL	MWBE	X	
Polk County, FL	MBE	X	
Palm Beach County, FL	SBE		X
Broward County, FL	CBE, DBE, SBE		X
Alachua County, FL	SBE		X
City of West Palm Beach, FL	SBE		X
City of Jacksonville, FL	SBE		X
St. Petersburg, FL	SBE		X
Pinellas County, FL	SBE		X

- Race/Gender Specific: MWBE (Minority Women Business Enterprise)
- Race/Gender Neutral: Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Community Disadvantaged Business Enterprise (small businesses within the County) (CDBE)

The following provides a brief overview of each program area.

Minority/Women - The County adopted an MWBE policy in 1987. The program has been successful in providing opportunities for minority/women owned businesses to secure business with the County that may not have occurred without the program. Through certification, training and outreach, the program continues to have a positive impact on the targeted community.

Leon County's MWBE program is a race/gender specific program whereby a prime contractor receives preference for utilizing certified minority and women owned businesses on a Leon County project. The MWBE program's overall objective is to promote parity of MWBE firms in Leon County procurement activities through the utilization of aspirational targets and other means.

Small Business - The County added the SBE component in June 13, 2006. The County currently operates a limited SBE program. The SBE program is a race/gender neutral program which, by Board policy, provides for the reservation of certain procurement opportunities for exclusive competition among SBE firms only. The dollar threshold that must be met in order to limit competition to SBEs only differs by business category, as follows: Construction (Procurement Value - \$100,000 or less), Professional Services (Procurement Value - \$50,000 or less), Other

Services (Procurement Value - \$25,000 or less), and Material & Supplies (Procurement Value - \$25,000 or less).

Additionally, to reserve a procurement opportunity for exclusive competition among SBE firms, there must be no less than three SBEs for the relevant procurement area; this assures sufficient competition. Currently staff has identified certified SBE vendors in the categories of concrete, landscape, janitorial, and roofing, however, an exclusive competition opportunity meeting the dollar thresholds has not been available. Hence, to date, the County has not done any set asides under the existing program.

Staff is continuing to review the existing program in order to incorporate innovative methods to identify opportunities and increase small business participation. In this effort staff has consulted with Leon County departments/divisions to identify projects that would fit the current dollar threshold for the FY 10/11.

In addition staff has provided networking events in order to inform the local community of the program and the benefits of participating. The SBE program provides outreach opportunities to keep the local business community informed about the necessary tools to stay in business. In an effort to increase awareness staff has either conducted or participated in MED (Minority Enterprise Development) Week, Small Business Development Week, FSU Vendor Conference and Trade Fair, Financially Fit Workshop, and a Reverse Trade Show. In excess of 40 vendors either attended the events and/or workshops.

Additionally, FAMU's Small Business Development Center is located in the Morgan Building in Innovation Park. The center offers free workshops for startups, along with business counseling and troubleshooting with seasoned advisers. Florida has 12 Small Business Development Centers, all supported financially by the U.S. Small Business Administration. The center in Tallahassee serves an eight-county area.

Transition of Existing Program:

If the Board directs staff to eliminate the MWBE program and operate an SBE only program, staff will evaluate several components that could be included in a new structured program. A significant difference between MWBE goals and SBE goals are the MWBE goals need to be supported through a disparity study based on existing case law; whereas SBE goals do not. Some of the types of program changes could include:

- A cumulative program target for small business participation. For example, a project that is \$500,000 could incorporate a project aspirational target of 25% for certified small businesses. (As with the existing MWBE program, this would not be a mandatory target).
- Consider establishing a sheltered market process where contracts will be reserved for competition among certified SBE businesses for projects with a total base bid amount of \$200,000 or less (or some other threshold) across business categories.

- Evaluate imposing a vendor rotation process for purchase orders of \$50,000 (or some other to be determined threshold) or less; this process allows vendors to be rotated based on their first award of the same type of services and/or commodities.

As part of the SBE program some agencies impose mandatory subcontracting clauses which would promote SBE utilization and be more consistent with industry practice by way of bid and/or vendor rotation. Other than Alachua and Osceola, none of Leon County comparable counties (Bay, Collier, Escambia, Lake, Manatee, Marion, Okaloosa, and St. Lucie Counties, FL) reported having a small or a minority business office. Larger state, cities and county's agencies have adopted small business initiatives.

- Alachua County, Florida's SBE program has established goals of awarding up to 15% of the total bid for the areas of materials, supplies, equipment, services and construction to small business. This is accomplished by offering bid preference discounts of 5% for SBEs and 3% for prime contractors who meet the participation goal by subcontracting with SBEs
- Miami-Dade County, Florida, uses a small pool of qualified A&E professionals that are rotated awards as prime contractors and subcontractors.
- Florida Department of Transportation (Florida DOT) has undertaken a small business initiative with the following principle components:
 - Reserving certain construction, maintenance, and professional services contracts for small businesses
 - Providing bid preference points to small businesses and to firms offering subcontracts to small businesses on professional services contracts
 - Waiving performance and bid bond requirements for contracts under \$250,000
 - Using a modified pre-qualification process for certain construction and maintenance projects
- DeKalb County, Georgia uses bidder rotation. This system works by selecting a group of bidders from a list of County registered vendors to participate in open market procurements. The buyer identifies the commodity or services by entering an item box number. The computer selects five to six firms. The lowest responsible bidder is awarded the contract. An outcome of this process involved MWBEs being afforded more opportunities.
- The City of Charlotte, North Carolina sets department goals for SBE utilization, and sets SBE goals on formal and informal contracts and makes SBE utilization part of the department performance review utilization numbers.

Community Development Office (CDO) - The Community Development Office (CDO) concept, as described by Commissioner Proctor, is one that could provide a local community with the necessary resources to address a wide range of unique community development needs in an effort to eliminate blight and promote economic development. As part of the review, staff would evaluate the role of the County's existing economic development efforts and how they could be integrated with a CDO.

Many of the typical areas addressed in a CDO (i.e., social services and housing) are currently being performed by existing County departments (Housing and Human Services). For these areas, staff does not recommend changing this approach at this time.

The major focus of a CDO would be to expand the County's role in economic development efforts through the utilization of an in-house office. The County's existing efforts are addressed through the county's Director of Economic Development and Intergovernmental Affairs and an annual contract with the Economic Development Council (EDC).

Should the Board wish to further consider this proposal, additional review and analysis of the scope of a County CDO would need to be defined. Areas of consideration may include:

- Inclusion of the Small Business Enterprise within the CDO
- The consolidation of all the County's Economic Development efforts under one central office.
- Researching the nature and extent of local social and reinvestment needs.
- Develop priorities and strategies to address community development needs in consultation with other County departments and local public and private service organizations.
- Provide youth development initiatives to increase youth awareness and development opportunities.

Timeline:

If the Board directed staff to further evaluate this concept, staff would provide a budget discussion item during the Board's FY11/12 budget workshops. Pending the outcome of the budget discussion item, the transition could occur beginning in FY11/12.

Fiscal Impact:

This item is an informational report and has no fiscal impact at this time. Should the Board proceed, the implementation of a new office could have a fiscal impact that depending upon the scope of services could include additional staffing and operating expenses.

Options:

1. Direct staff to further develop the concept of transitioning from a Minority, Women, Small Business Enterprise Office to a Small Business and Community Development Office and present the findings as a budget discussion item.
2. Direct staff to further develop the concept of transitioning from a Minority, Women, Small Business Enterprise Office to a Small Business Office (excluding the Community Development Office component) and present the findings as a budget discussion item.
3. Accept staff's report and take no further action.
4. Board Direction

Recommendation:

Board Direction

F. Step 4 – Commissioners Add/Delete Issues - Commissioners, Facilitated by the County Administrator

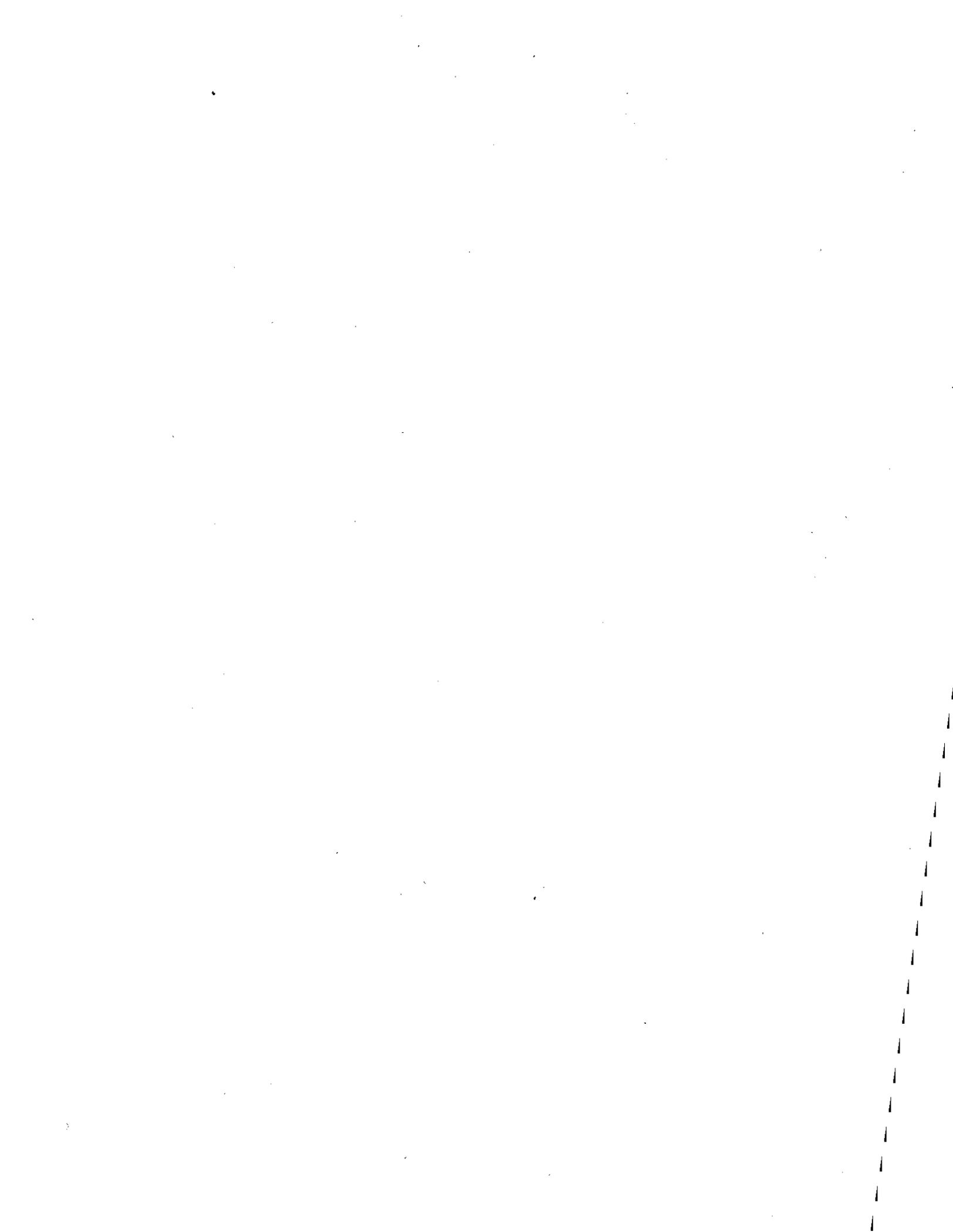
A collaborative process, facilitated by the County Administrator, to identify additional ideas and to determine which issues have the support of no less than four Commissioners.

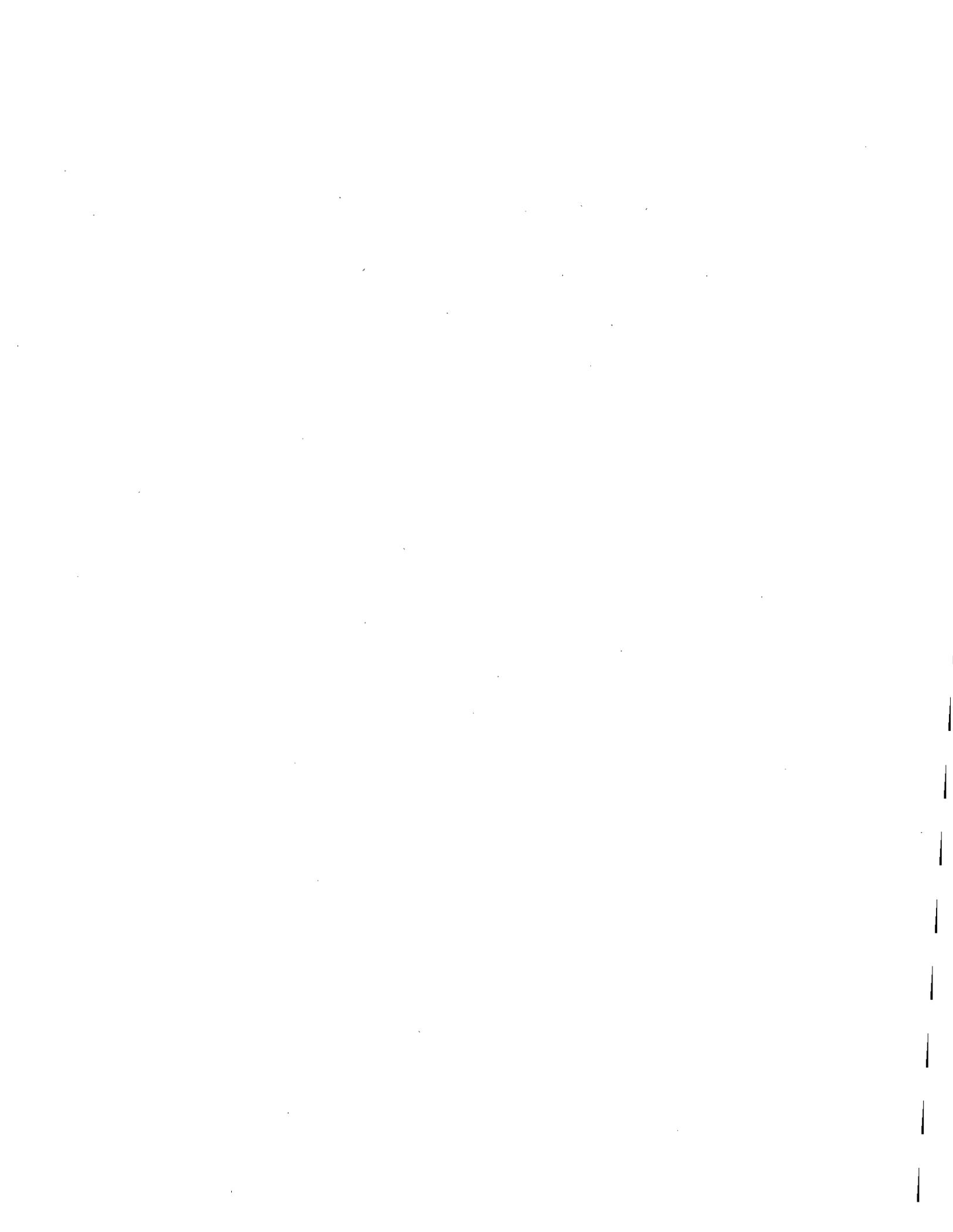
1. Adding Issues:
 - i. Each Commissioner will be given the opportunity, in round robin fashion, to add issues to those already identified.
 - ii. Commissioners can discuss in more detail any of the issues and ask questions for clarification.
 - iii. Commissioners can combine issues that are similar to refine and focus the list.
2. A Vote of No Less than Four to Move to the Final List for Ranking
 - i. The County Administrator will read off the list of issues identified by the Commissioners in Step 1 above, and by a show of hands, Commissioners will indicate their show of support.
 - ii. Those items with the support of no less than four Commissioners will be included on the Individual Commissioner Ranking Sheet, which will be utilized in the next step of the process to determine the Board's priorities for Fiscal Year 2010/2011.

G. Step 5 – Prioritization of Issues - Commissioners

Using an Individual Commissioner Ranking Sheet that staff will have developed during the lunch break from the list of issues, Commissioners will individually rank the list of issues. **Rankings may range from 1 through 7.**

1. Commissioners should assign the number seven (7), which is the highest ranking possible, to identify the Commissioner's HIGHEST priority issue.
2. The number one (1) ranking should be used to identify the Commissioner's LOWEST ranked issue.
3. Each number can be assigned only once.
4. The issues with the most points will be ranked the highest priorities.



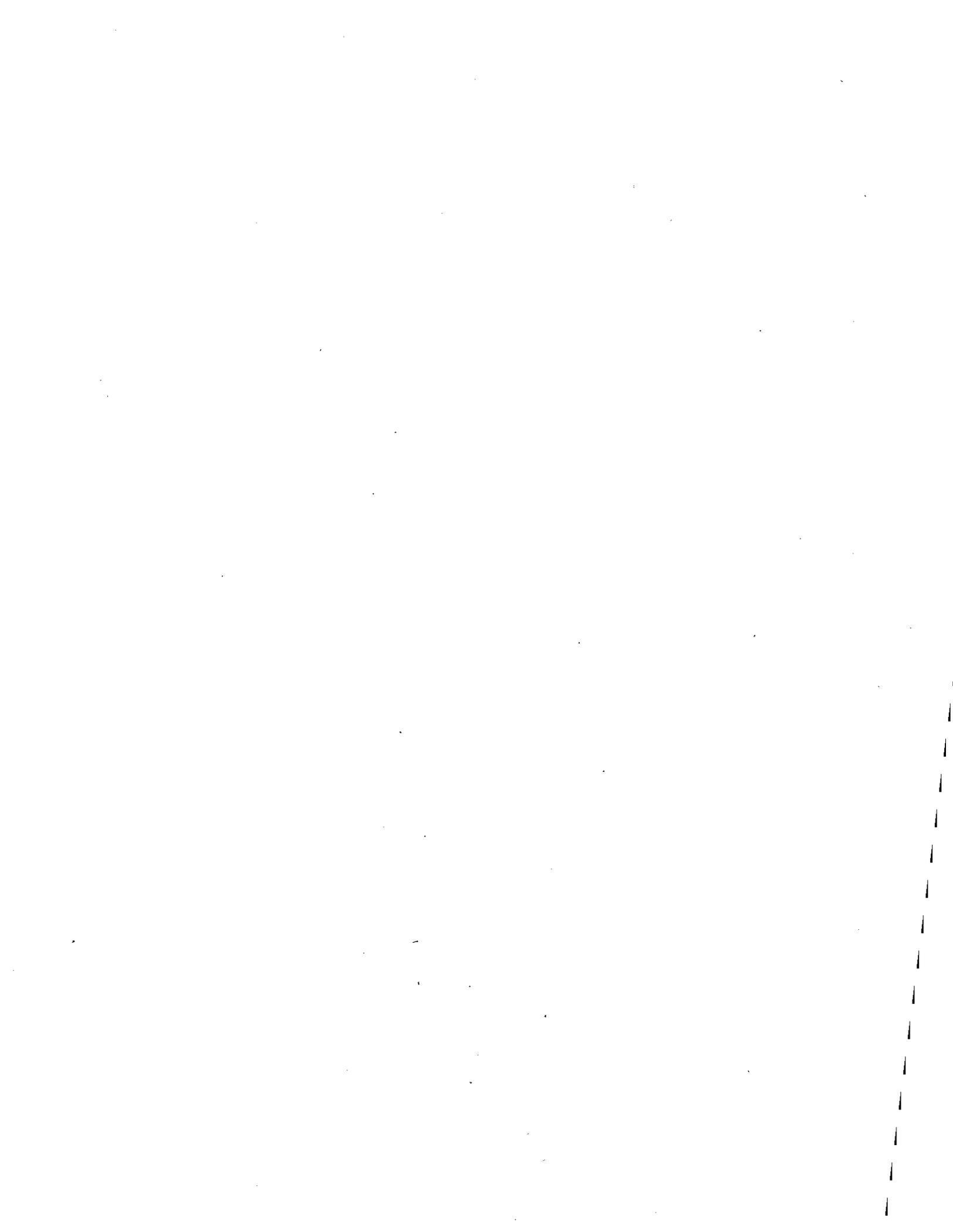


H. Step 6 – Discussion of Retreat Issues Priority Ranking - Commissioners, Facilitated by the County Administrator

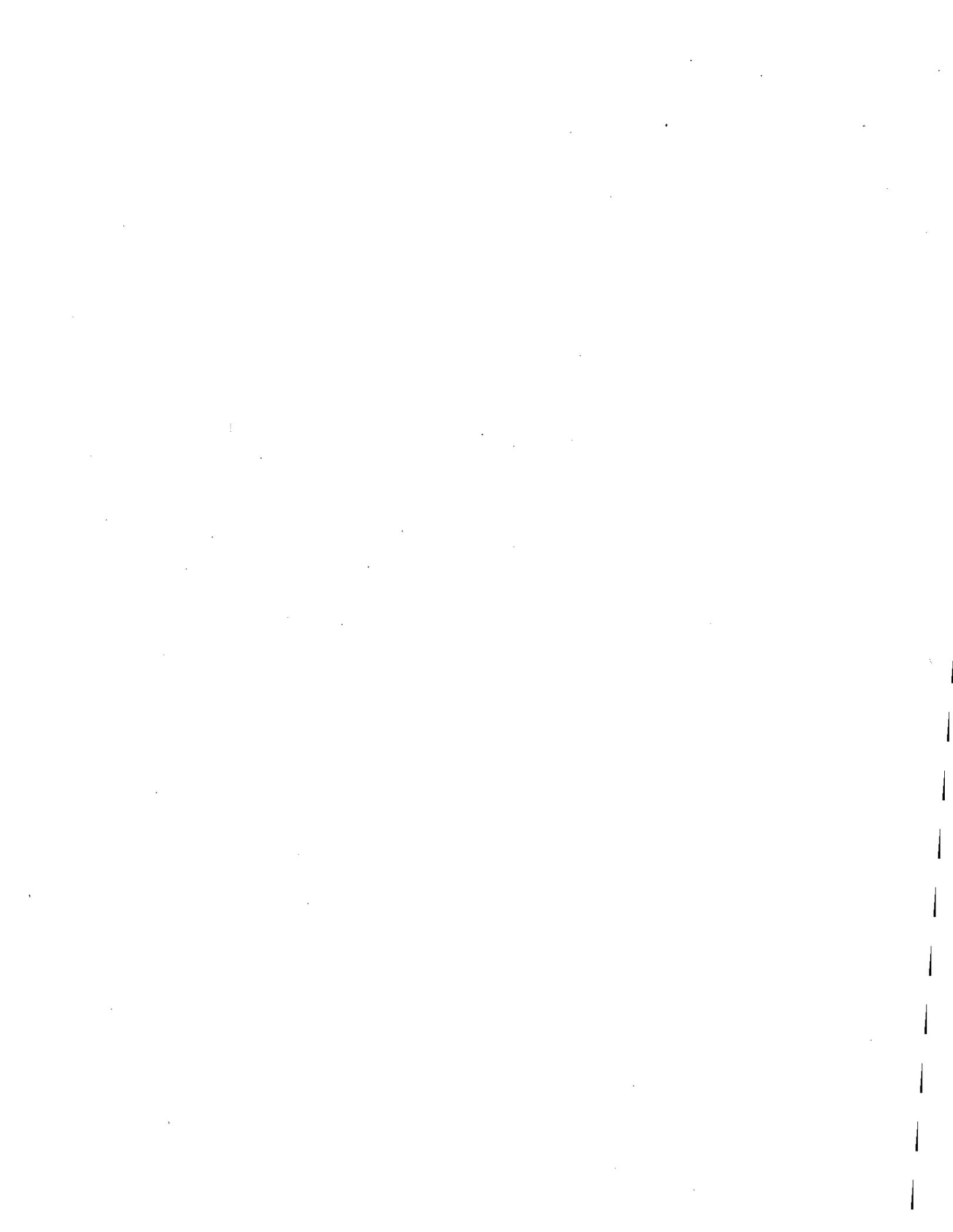
A cumulative Commissioner Ranking Sheet, reflecting the combined prioritization of the issues in rank order, will be distributed to the Board.

Commissioners will have the opportunity to discuss the relative ranking and determine if refining a “*Top 5*” or a “*Top 10*” list is warranted.

Commissioners will also have the opportunity to discuss/provide additional, refined direction to staff on the final prioritization of issues.



I. Step 7 – County Administrator’s Wrap Up



J. Step 8 – Miscellaneous Items by Each Commissioner

Each Commissioner may raise other issues which do not need to be part of the prioritization process.

