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MEETING NOTICE

EXECUTIVE COMMITTEE

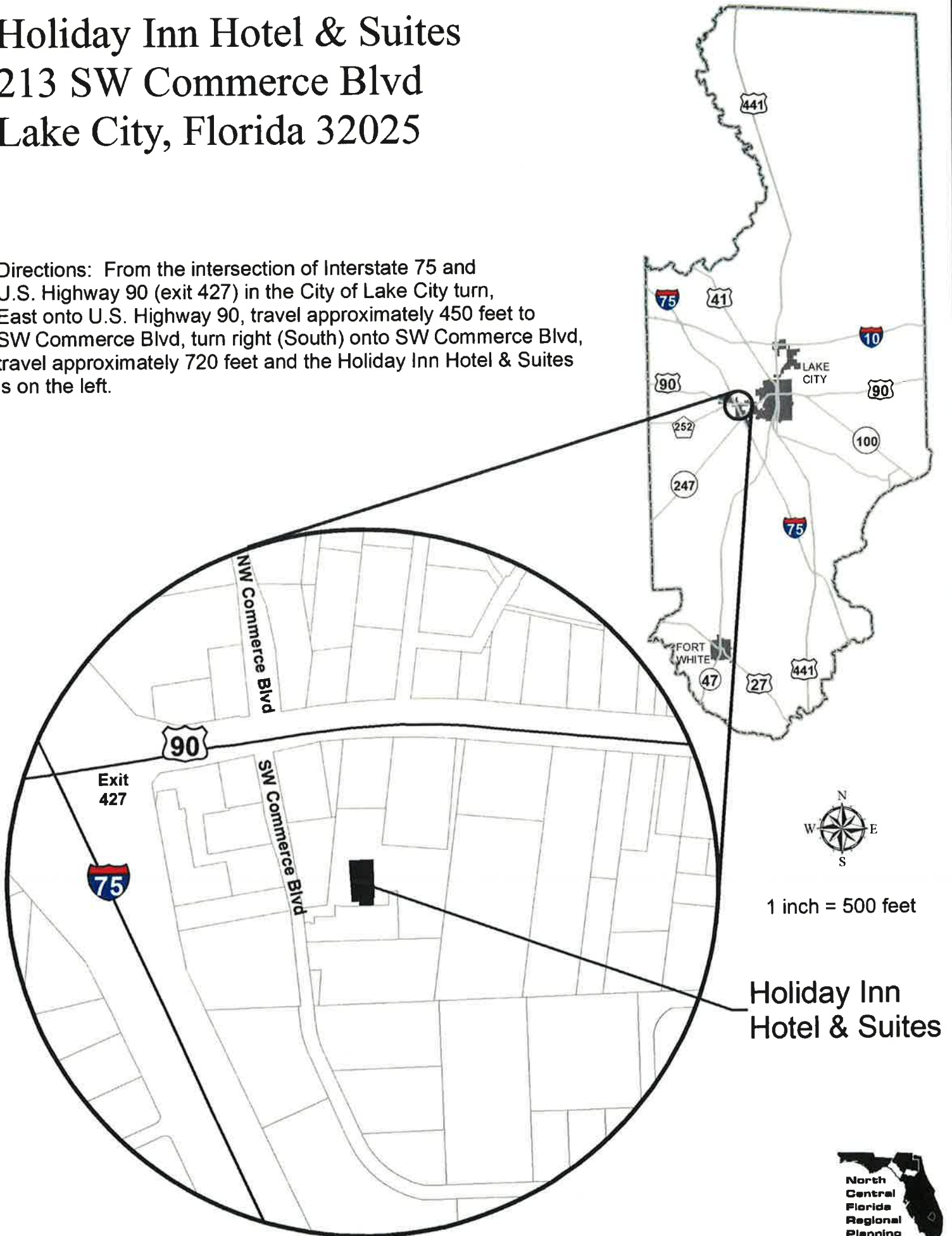
There will be a meeting of the Executive Committee of the North Central Florida Regional Planning Council on June 25, 2015. The meeting will be held at the Holiday Inn Hotel & Suites, 213 Southwest Commerce Boulevard, Lake City, Florida at 6:00 p.m.

(Location Map on Back)

Holiday Inn Hotel & Suites

213 SW Commerce Blvd
Lake City, Florida 32025

Directions: From the intersection of Interstate 75 and U.S. Highway 90 (exit 427) in the City of Lake City turn, East onto U.S. Highway 90, travel approximately 450 feet to SW Commerce Blvd, turn right (South) onto SW Commerce Blvd, travel approximately 720 feet and the Holiday Inn Hotel & Suites is on the left.





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AGENDA

EXECUTIVE COMMITTEE

Holiday Inn Hotel & Suites
Lake City, Florida

June 25, 2015
6:00 p.m.

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* See Attachments

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Dedicated to improving the quality of life of the Region's citizens,
by coordinating growth management, protecting regional resources,
promoting economic development and providing technical services to local governments.

EXECUTIVE COMMITTEE
MINUTES

Holiday Inn Hotel & Suites
Lake City, Florida

May 28, 2015
6:00 p.m.

MEMBERS PRESENT

Rick Davis, Secretary-Treasurer
Garth Nobles, Jr., Immediate Past Chair
Carolyn Spooner, Chair

MEMBERS ABSENT

Daniel Riddick, Vice-Chair

STAFF PRESENT

Scott R. Koons

Chair Carolyn Spooner called the meeting to order at 6:14 p.m.

I. APPROVAL OF MINUTES - April 23, 2015

Chair Spooner asked that the minutes for the April 23, 2015 Executive Committee meeting be approved as written.

ACTION: Commissioner Davis made the motion, with a second by Mayor Nobles to approve the minutes for April 23, 2015 as written. The motion carried unanimously.

II. CONTRACTS AND APPLICATIONS -

A. Amendment to Research Agreement - University of Florida

ACTION: Mayor Nobles made the motion, with a second by Commissioner Davis to recommend that the Council authorize the Chair to sign an amendment to the research agreement with the University of Florida. The motion carried unanimously.

B. Agreement with Florida Division of Emergency Management for Local Emergency Planning Committee, Fiscal Year 2015-16

ACTION: Commissioner Davis made the motion, with a second by Mayor Nobles to recommend that the Council authorize the Chair to sign an agreement with Florida Division of Emergency Management for Fiscal Year 2015-16 to provide services to the North Central Florida Local Emergency Planning Committee for an anticipated amount not to exceed \$48,000. The motion carried unanimously.

C. Agreement with Florida Division of Emergency Management for Hazardous Analyses, Fiscal Year 2015-16

ACTION: Commissioner Davis made the motion, with a second by Mayor Nobles is to recommend that the Council authorize the Chair to sign an agreement with Florida Division of Emergency Management for Hazardous Analyses for Columbia, Dixie, Hamilton, Lafayette, Levy, Madison, Marion and Taylor

Counties for an estimated amount of \$10,675. The motion carried unanimously.

- D. Local Government Community Redevelopment Planning Services Agreement, Fiscal Year 2015-16, City of Live Oak

ACTION: Mayor Nobles made the motion, with a second by Commissioner Davis to recommend that the Council authorize the Chair to sign an agreement with the City of Live Oak to provide community redevelopment planning assistance of services in the amount of \$7,500. The motion carried unanimously.

- E. Local Government Local Mitigation Strategy Update Agreement - Fiscal Year 2014-15
Levy County

ACTION: Commissioner Davis made the motion, with a second by Mayor Nobles to recommend that the Council authorize the Chair to sign an agreement with the Levy County to complete Phase 1 of the update of their Local Mitigation Strategy for an amount of \$12,000. The motion carried unanimously.

III. PROGRAM REPORT - Transportation Disadvantaged Program Local Coordinating
Designated Official Planning Agency - Levy County

ACTION: Commissioner Davis made the motion, with a second by Mayor Nobles to recommend that the Council adopt a resolution requesting the Florida Commission for the Transportation Disadvantaged designate the Council as the Designated the Designated Official Planning Agency for Levy County for the Transportation Disadvantaged Program. The motion carried unanimously.

IV. LEGISLATIVE REPORT

Mr. Koons updated the Committee on the status of several legislative bills of interest to regional planning councils.

V. GENERAL ADMINISTRATION -

- A. Proposed Interlocal Agreement Amendment

ACTION: Mayor Nobles made the motion, with a second by Commissioner Davis to recommend that the Council recommend to its member local governments to amend the interlocal agreement creating the Council to: (1) add Levy County and Marion County to the geographic area of the Council; (2) delete the population-based formula for determining the number of member local government representatives to the Council provision; (3) delete the additional minority representatives provision; and (4) delete the member local government dues assessment credit provision. The motion carried unanimously.

- B. Meeting Schedule Program Year 2015-16

ACTION: Commissioner Davis made the motion, with a second by Mayor Nobles to recommend that the Council approve the Council Meeting Schedule for 2015-16. The motion carried unanimously.

C. Check Fraud Status

Mr. Koons updated the Committee concerning the status of the \$49,523.00 check fraud issue with Wells Fargo.

V. OTHER BUSINESS - Florida Regional Councils Association Policy Board Meeting
Altamonte Springs - July 10, 2015

Mr. Koons announced that the next Florida Regional Councils Association Policy Board meeting will be held in Altamonte Springs on July 10, 2015.

The meeting adjourned at 6:56
p.m.

Daniel Riddick, Chair

6/25/15

Date



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June 17, 2015

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Local Government Comprehensive Plan Services Agreement
Fiscal Year 2014-15 Town of Mayo

RECOMMENDATION:

Authorize the Chair to execute an agreement with the Town of Mayo to provide local government comprehensive planning assistance services in the amount of \$5,000.

BACKGROUND:

The Council proposes to enter into a technical assistance agreement with the Town of Mayo to provide local government comprehensive planning assistance to prepare evaluation based amendments to the comprehensive plan of the Town. These amendments will be prepared in accordance with an evaluation of the comprehensive plan completed by the Town to identify amendments needed to address changes to state statutes and administrative rules. The amount of the agreement will be \$5,000.

If you have any questions concerning this matter, please do not hesitate to contact me.

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June 17, 2015

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Community Planning Technical Assistance Grant Application
Fiscal Year - 2015-16

RECOMMENDATION:

Authorize the Executive Director to submit a Fiscal Year 2015-16 Community Planning Technical Assistance Grant Application to the Florida Department of Economic Opportunity to prepare evaluation amendments to comprehensive plans for the small rural communities of Bell, Brooker, Hampton, Jennings, LaCrosse, Lawtey, Mayo, McIntosh, Raiford, Reddick and Worthington Springs in the amount of \$55,000.

BACKGROUND:

The Council proposes to submit a Fiscal Year 2015-16 Community Planning Technical Assistance Grant Application to the Florida Department of Economic Opportunity in the amount of \$55,000 to prepare evaluation amendments to the comprehensive plans for 11 small rural communities in the north central Florida region as provided for in the Community Planning Act. The preparation of the evaluation amendments will bring the comprehensive plans into compliance with changes in statutory and administrative rule requirements. The project will be completed by May 15, 2016.

Most of these small rural communities are located in counties designated as rural areas of opportunity. Compliant comprehensive plans will position these small rural communities for economic development opportunities to create jobs and diversify their local economies. The small rural communities include Bell, Brooker, Hampton, Jennings, LaCrosse, Lawtey, Mayo, McIntosh, Raiford, Reddick, Worthington Springs.

If you have any questions concerning this matter, please do not hesitate to contact me.

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June 17, 2015

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director

SUBJECT: Transportation Disadvantaged Coordinating Board Appointments

RECOMMENDATION:

- **Appoint Commissioner Jason Bashaw as the Local Elected Official for Suwannee County on the Columbia, Hamilton and Suwannee Transportation Disadvantaged Coordinating Board.**
- **Appoint Bo Beauchemin as the voting Veterans Representative on the Columbia, Hamilton and Suwannee Transportation Disadvantaged Coordinating Board;**
- **Appoint Jeffrey Bradley as the voting Citizen Advocate on the Gilchrist County Transportation Disadvantaged Coordinating Board;**
- **Appoint Richard Bryant as the voting Citizen Advocate-User on the Columbia, Hamilton and Suwannee Transportation Disadvantaged Coordinating Board;**
- **Appoint Jeannie Carr as the voting Regional Workforce Board Representative on the Dixie County and Union County Transportation Disadvantaged Coordinating Boards;**
- **Appoint Colleen Cody as the voting Children at Risk Representative on the Lafayette County Transportation Disadvantaged Coordinating Board;**
- **Appoint LJ Johnson as the alternate Citizen Advocate-User Representative on the Columbia, Hamilton and Suwannee Transportation Disadvantaged Coordinating Board;**
- **Appoint Sifoa Nunu as the alternate Regional Workforce Board Representative on the Dixie County Transportation Disadvantaged Coordinating Board; and**
- **Appoint Sandra Pauwels as the voting Citizen Advocate on the Columbia, Hamilton and Suwannee Transportation Disadvantaged Coordinating Board.**

BACKGROUND:

According to Rule 41-2.012 of the Florida Administrative Code, the North Central Florida Regional Planning Council, serving as the Designated Official Planning Agency, is responsible for appointing members to the local Transportation Disadvantaged Coordinating Boards. Several terms of appointment expire on June 30, 2015. The above recommended individuals have submitted applications for appointment.

If you have any questions concerning this matter, please do not hesitate to contact me.

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June 17, 2015

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Transportation Disadvantaged Coordinating Board Reappointments

RECOMMENDATION:

- Reappoint - Sherry Ruskowski, as the voting Persons with Disabilities Representative on the Bradford County Transportation Disadvantaged Board;
- Reappoint - Ralph Kitchens, as the Persons with Disabilities Representative on the Columbia, Hamilton and Suwannee County Transportation Disadvantaged Board;
- Reappoint - Leslie Esseek, as the voting Persons With Disabilities Representative on the Gilchrist County Transportation Disadvantaged Board;
- Reappoint James McCrone as the voting Citizen Advocate-User Representative on the Gilchrist County Transportation Disadvantaged Board;
- Reappoint - Cindy Morgan as the voting Citizen Advocate Representative on the Lafayette County Transportation Disadvantaged Board;
- Reappoint - Shanetha Mitchell as the voting Citizen Advocate Representative on the Madison County Transportation Disadvantaged Board;
- Reappoint - Doyle Archer as the voting Citizen Advocate Representative on the Union County Transportation Disadvantaged Board; and
- Reappoint - William McGill as the voting Persons with Disabilities Representative on the Union County Transportation Disadvantaged Board.

BACKGROUND:

According to Rule 41-2.012 of the Florida Administrative Code, the North Central Florida Regional Planning Council, serving as the Designated Official Planning Agency, is responsible for appointing members to the local Transportation Disadvantaged Coordinating Boards. Several terms of appointment expire on June 30, 2015. The above recommended Board members are willing to serve an additional three-year term of reappointment:

If you have any questions concerning this matter, please do not hesitate to contact me.

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June 17, 2015

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director

SUBJECT: Legislative Report

The 2015 regular Legislature session convened on March 3, 2015 and the House of Representatives adjourned on April 28, 2015 and the Senate adjourned on April 30, 2015. The 2015 special Legislative session convened on June 1, 2015 and is scheduled to adjourn on June 20, 2015. The legislative interim Committee schedule was, as follows:

- Week of January 5, 2015
- Week of January 20, 2015
- Week of February 2, 2015
- Week of February 9, 2015
- Week of February 16, 2015

The following paragraph provides a summary of bills of the budget.

REGIONAL PLANNING COUNCIL FUNDING

The Governor did not recommend any funding for regional planning councils for Fiscal Year 2015-16. The House of Representatives adopted budget does not include any funding for regional planning councils for Fiscal Year 2015-16. The Senate adopted budget includes \$200,000 in funding for all 11 regional planning councils for Fiscal Year 2015-16. The Council's share of the \$200,000 in funding would be approximately \$15,000. The Legislature did not pass the Fiscal Year 2015-16 budget during the regular session. The budget will be addressed during the special session scheduled to start June 1, 2015 and end June 20, 2015. The tentative budget agreed to by the House of Representatives and Senate for Fiscal Year 2015-16 includes \$2.5 million for all 10 regional planning councils. The Council's share of the \$2.5 million in funding would be approximately \$215,000.

If you have any questions concerning this matter, please do not hesitate to contact me.

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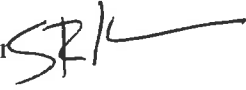


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June 17, 2015

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Proposed Interlocal Agreement Amendments

RECOMMENDATION:

Request member local governments to amend the interlocal agreement creating the Council.

BACKGROUND:

As you know, Senate Bill 1216 (Chapter 2015-30, Laws of Florida) recently enacted by the Legislature eliminated the Withlacoochee Regional Planning Council and transferred Levy County and Marion County to the north central Florida region. The North Central Florida Regional Planning Council was created by an interlocal agreement pursuant to Section 163.01, Florida Statutes, entered into by counties and municipalities located in the north central Florida region. In order to add Levy County and Marion County to the membership of the Council, the existing member local governments will need to amend the interlocal agreement.

The Executive Committee recommends that the Council recommend the following amendments to the interlocal agreement to the member local governments. These amendments include the following provisions.

1. Geographic area;
2. Governance structure;
3. Additional representatives; and
4. Dues credit.

The first amendment adds Levy County and Marion County to the list of counties within the geographic area of the north central Florida region.

The second amendment changes the governance structure by eliminating the population-based representation for member local governments. Based on the current structure, Levy County would be entitled to two local elected representatives and Marion County would be entitled to ten local elected official representatives. Along with one additional gubernatorial representative from Levy County and five additional gubernatorial representatives from Marion County, the total number of representatives to the Council would increase from 48 to 66. By eliminating the population-based representation for member local governments provision, the total number of representations to the Council would decrease from 48 to 39.

Council Members
June 17, 2015
Page 2

The third amendment deletes the additional representatives provision for minority population. The current interlocal agreement provides for a member local government to appoint additional representatives if requested by the Council to ensure representation of minority population.

The fourth amendment deletes the dues credit provision for minority population. The current interlocal agreement includes a provision for a dues credit to certain local governments of an amount equal to one percent of funds expended on planning activities during the preceding fiscal year. However, the dues credit cannot lower the dues assessment to an amount less than \$20,000. Currently, only Alachua County and the City of Gainesville are eligible for this dues credit. For Fiscal Year 2015-16, the dues credit for Alachua County is (\$10,268) and the City of Gainesville is (\$15,735). In addition, Marion County would also be eligible for a dues credit of (\$12,953).

Finally, the Executive Committee recommends that the Council recommend to the member local governments several other administrative amendments and technical amendments as statutory and administrative code citations, and aligning the powers and duties of the Council to confirm to the powers and duties as listed in Chapter 186, Florida Statutes, as amended.

Please find attached a strike-through underline version of the proposed interlocal agreement amendments. Language deleted is struck through and language added is underlined in the attached proposed interlocal agreement amendment document.

If you have questions concerning this matter, please do not hesitate to contact me.

Attachment

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Words **bolded and underlined** have been added.
Words ~~**bolded and struck through**~~ have been deleted.

PROPOSED AMENDED
INTERLOCAL AGREEMENT CREATING THE
NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

THIS AMENDED AGREEMENT, made and entered into this 1st day of June 1975, with subsequent amendments to become effective the 1st day of December 1980, the 1st day of October 1984, ~~and~~ the 1st day of March 1990, **and the 1st day of October 2015** pursuant to the authority of Section 163.01, Florida Statutes, **as amended,** by and between the units of **general purpose** local government passing resolutions to that effect, all of which being located within the ~~3rd Comprehensive Planning District as defined by Rule 22E-1.01 of the Administrative Regulations of the State of Florida,~~ **North Central Florida Regional Planning Council district as defined in Chapter 186, Florida Statutes, as amended, or as revised pursuant to an executive order issued by the Governor of the State of Florida** said ~~District~~ **district** currently being the geographic area including the Counties of Alachua, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, **Levy,** Madison, **Marion,** Suwannee, Taylor and Union, hereinafter referred to as the ~~North Central Florida Region or~~ Region.

WITNESSETH:

WHEREAS, the parties hereto desire to make the most efficient use of their powers to cooperate for mutual advantages to provide services and facilities in an effort to optimize the employment of human, economic and natural resources in an effort to optimize economic, natural resources, social, land use, transportation and public safety development and by qualifying under and accepting the powers, duties and responsibilities provided by Chapter 186, Florida Statutes; and

WHEREAS, Section 163.01(4), Florida Statutes provides "a public agency of the State of Florida may exercise jointly with another public agency of the State, or of the United States Government any power, privilege or authority which such agencies share in common and which each might exercise separately."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits to accrue and agreements herein contained and set forth, the parties signatory hereto do hereby establish the North Central Florida Regional Planning Council, hereinafter referred to as the Council, a separate legal entity, and do further agree, as follows:

1. Purpose: The purpose of this Amended **Interlocal** Agreement is:
 - a. To provide a means of exercising the rights, duties and powers of a regional planning agency set forth by Chapters ~~23~~, 163, 186 and 380, Florida Statutes, **including as well as** those functions enumerated in other applicable ~~Florida~~, federal, **state** and local laws;
 - b. To serve as regional coordinator for the Region;
 - c. To exchange, interchange and review various programs of the individual members **units of general purpose local government, herein after referred to as member units,** which have a relationship to regional problems;
 - d. To promote communication between the members **units** for the conservation and compatible development of the member counties **and member municipalities;** and
 - e. To cooperate with federal, state, local and non-governmental agencies to accomplish these objectives.
2. Effective Date, Duration, Termination, and Withdrawal:

Words **bolded and underlined** have been added.

Words ~~**bolded and struck through**~~ have been deleted.

a. The member units of the Council will include those units of local general purpose **local** government as may agree into this Amended Interlocal Agreement by resolution, provided such units of **general purpose** local government (a) are located within the Region; and (b) meet the requirements set forth in Section 3 herein. Officers shall be elected and bylaws adopted and the Council shall be deemed to be in effect at that time. The organizational meeting shall be convened by the Chairman of the existing North Central Florida Regional Planning Council as established under Chapter 160, Florida Statutes, and notice of the time and place thereof shall be given the chief elected official of the **member** units of local government signatory hereto in writing by regular mail postmarked at least ten (10) days prior to the date set for said organizational meeting.

b. This **Amended Interlocal Agreement** shall be effective for an initial term of one (1) year from the effective date hereof, and shall continue thereafter from year to year without the necessity of a formal renewal by any party hereto, unless terminated as hereinafter provided.

c. Amendments to this Amended **Interlocal** Agreement shall be made effective by an affirmative vote of not less than three-fourths (3/4) of the governing bodies of the member units.

d. Any **member unit** party hereto may withdraw its membership, **except as provided by Chapter 186, Florida Statutes, as amended,** by resolution duly adopted by its governing body, and upon giving ninety (90) days written notice of withdrawal to the Chairman of the governing body of each other **principal** member unit. Contractual obligations of the withdrawing member **unit** shall continue until such obligation has been satisfactorily terminated. All property, real or personal, of the Council on the effective date of withdrawal shall remain the property of the Council and the withdrawing **principal** member unit shall have no right thereto.

e. In the event there is a complete termination of ~~the agreement~~ **this Amended Interlocal Agreement** which would involve the disposition of the property of the Council, such property shall be liquidated and each current member unit holding membership at the time of termination shall be entitled to a share of the proceeds bearing the same ratio to the total proceeds as the contribution of the **principal** member unit bore to total **membership dues assessment** contributions made by all member units from the time of the creation of the Council; provided, however, the preceding provisions notwithstanding, that in the event a member **unit** withdraws as a member **unit** of the Council and subsequently rejoins at a later date, said withdrawing member **unit** shall be eligible to share in the proceeds of liquidation of property only to the extent of its proportionate share of ~~contributions~~ **membership dues assessments** made since the date it last became a member **unit** of the Council.

f. In case of a complete termination of this **Amended Interlocal Agreement**, the non-federal matching contribution to any approved federal grant shall be firm. The project shall be completed and the required reports and accounting shall be completed.

g. This **Amended Interlocal Agreement** may be terminated at any time by resolution duly adopted by the governing body of each and every member unit.

3. Membership, Representation, and Voting: All units of general purpose local governments within the Region may become members **units** of the Council with allotted representation as provided in Paragraph 3.a.(1) ~~and 3.a. (2)~~ and other representatives may be appointed by the appropriate member units as provided in Paragraph 3.a. ~~(3)~~ **(2)**. The Governor of the State of Florida as required by Chapter 186, Florida Statutes, may also appoint representatives as provided in Paragraph 3.a. ~~(4)~~ **(3)**.

a. Type of Membership and Representation

(1) **Counties** - Each member county ~~and each member municipality~~ within the Region shall have ~~representation, as follows: one local elected official representative each.~~

~~a) One representative for the first 37,499 population, provided that each member county shall have at least one (1) such representative;~~

~~b) two representatives for a total population of 37,500 to 62,499;~~

~~c) three representatives for a total population of 62,500 to 87,499;~~

~~d) four representatives for a total population of 87,500 to 112,499;~~

~~e) five representatives for a total population of 112,500 to 137,499; —~~

Words **bolded and underlined** have been added.

Words ~~**bolded and struck through**~~ have been deleted.

- ~~f) six representatives for a total of 137,500 to 162,499;~~
- ~~g) seven representatives for a total population of 162,500 to 187,499;~~
- ~~h) eight representatives for a total population of 187,500 to 212,499;~~
- ~~i) nine representatives for a total population of 212,500 to 237,499; and~~
- ~~j) ten representatives for a total population of 237,500 to 262,499.~~

~~Population shall be determined as stated in Paragraph 4 d. below, and any population represented by a member municipality, shall be deducted, for purposes of computing representation, from the total population represented by the county within which said municipality is located.~~

~~(2) Municipalities—Any municipality within the Region may become a member of the Council. Municipal representation on the Council shall be determined, as follows:~~

- ~~a) One representative for the first 37,499 population, provided that each member municipality shall have at least one (1) such representative;~~
- ~~b) two representatives for a total population of 37,500 to 62,499;~~
- ~~c) three representatives for a total population of 62,500 to 87,499;~~
- ~~d) four representatives for a total of 87,500 to 112,499; and~~
- ~~e) five representative for a total population of 112,500 to 137,499.~~

~~(3) (2) Additional Representatives - In order to insure adequate representation of the Region's minority population, and also to maintain the proper proportion of local elected officials, the Council shall request selected member units of local government to appoint additional representatives as appropriate, providing:~~

~~a) That the number of Additional Representatives shall not consist of more than twenty-five (25) percent of the total number of representatives on the Council including those allotted to member units by Paragraphs 3.a.(1), 3.a.(2), and 3.a.(4) (3), and the Additional Representative;~~

~~b) a) That such Additional Representative is intended to increase the representation of the appointing member unit and will not be a substitution or replacement for the member's allocated representation of the member unit;~~

~~e) b) That the member units requested to appoint such Additional Representatives, if they choose to comply with such request, select the Additional Representative pursuant to procedures developed requirements specified by the Council; and~~

~~d) c) That member units may appoint Additional Representatives only if requested to do so by the Council and that the Council shall make such periodic requests in such manner as to insure ensure broad representation throughout the Region, with consideration being given to proper representation (1) from both counties and cities, and (2) from rural as well as urban areas, and (3) according to minority population distribution when the request is to appoint an additional Minority Representative.~~

~~(4) (3) As provided within and in accordance with Chapter 186, Florida Statutes, as amended, the Governor of the State of Florida shall appoint representatives to the Council equaling one-half (1/2) of the total representatives appointed by the member units counties and municipalities or one-third (1/3) of the total number of representatives on the Council.~~

~~b. Term of Representatives and Representation Composition~~

~~(1) Terms - Terms of representatives allotted by Paragraphs 3.a.(1), 3.a.(2) and 3.a.(3), and 3.a. (4) shall be as determined by each appointing member unit county, member municipality and the Governor, respectively, with such determination being stipulated to the Council in writing at the time of initial appointments and at such times as such determinations are amended.~~

~~(2) Composition - At least two-thirds (2/3) of the representatives serving on the Council shall be local elected officials elected to serve serving on the governing body of member units of general purpose local government or other county elected officials chosen by the said governing bodies or the Governor. The Council shall adopt rules to insure the maintenance of this composition.~~

~~c. Voting~~

~~Each representative shall have one (1) vote on matters considered by the Council.~~

Words **bolded and underlined** have been added.
Words ~~**bolded and struck through**~~ have been deleted.

4. Finances:

a. On or before ~~June~~ July 1st of each year, the Council shall ~~adopt a budget and certify a copy thereof to establish the member unit dues assessment for the subsequent fiscal year and shall notify the chief administrative officer of the governing body of the member units of such member unit dues assessment.~~ Each member unit shall include in its annual budget an amount sufficient ~~to fund the proportionate share of each member unit of to pay such member unit dues assessment the Council budget.~~

b. The fiscal year of the Council shall commence on the first day of October and end on the last day of September in each year. On or before September 30th of each year, the Council shall adopt a budget for the subsequent fiscal year.

c. The Council shall have the right to receive and accept in furtherance of its functions, funds grants and services from federal, state and local governments or their agencies and from private and community sources, and to expend therefrom such sums of money as shall be deemed necessary from time to time for attainment of its objectives.

d. ~~The proportionate share of the general budget of the Council shall be an amount which bears the same ratio to the total budget as the population of each member unit bears to the total population of all member units, such~~ Any member unit dues assessment based upon a per capita formula shall use the population being determined annually by the ~~Department of Administration Florida Office of Economic Demographic Research or its successor agency~~ pursuant to Section 23.019 Chapter 186, Florida Statutes, as amended, for the year preceding the member unit annual dues assessment; each budget determination; provided, however, that the minimum ~~contribution member unit dues assessment~~ due from any member unit shall be \$750. ~~and further provided, that said membership fee shall be reduced by one (1) percent of funds expended by a member for local planning activities during the preceding fiscal year, but such reduction shall not reduce the total fee to an amount which is less than \$20,000.00.~~ Any cost incurred by the Council in providing special services to member units shall be the sole responsibility of the member unit receiving such services.

5. Powers: The Council shall have all powers granted by law, including but not limited to the powers granted by Chapters ~~23,~~ 163, 186 and 380, Florida Statutes, as ~~now existing or as, from time to time,~~ amended; and furthermore, shall have the specific powers:

a. To adopt ~~rules of procedure and~~ bylaws, for the regulation of its affairs and the conduct of its business and to elect from among its members a chair to serve annually; however such chair may be subject to reelection; including the ability to establish minimum requirements for attendance at Council meetings by member representatives and representatives appointed by the Governor;

b. To adopt an official name and seal;

c. ~~Because of the concentrations of planning activities in areas with high population density~~ To maintain an office(s) in ~~those~~ an urban center(s) designated as ~~standard~~ metropolitan statistical area(s) by the United States Office of Management and Budget;

d. To employ and compensate ~~staff members and such personnel,~~ consultants, including an executive director, and technical and professional assistants as it ~~others such as planning specialists clerical personnel, attorneys, engineers, as the Council~~ deems necessary to exercise the powers and perform the duties set forth in this Amended Interlocal Agreement. and desirable for the performance of its duties and exercise of its rights and powers. Compensation to staff members shall be consistent with that which is provided in pay plans adopted by general purpose local governmental units in the vicinity of Council's offices having similar positions;

e. ~~To utilize staff members employed by member units as agreed by the member units and determined by the Council to be desirable to solve regional and local problems and establish Council policies;~~ To accept gifts, grants, assistance, funds or bequests;

f. To hold public hearings and sponsor public forums in any part of the Region whenever the Council deemed ~~deems it~~ necessary or useful in the execution of ~~the~~ its other functions ~~of the Council;~~

Words **bolded and underlined** have been added.

Words ~~**bolded and struck through**~~ have been deleted.

g. To acquire, own, **hold in custody** operate, maintain, lease ~~and~~ **or** sell real or personal property and hold title thereto in the name of the Council;

h. ~~To fix and determine by resolution rules and regulations relating to advertisement for bids, manner of bidding and a maximum amount, below which same will not be required~~ **To dispose of any property acquired through the execution of an interlocal agreement under Section 163.01 Florida Statutes, as amended;**

i. To sue and be sued, ~~implead and be impleaded, complain and defend in all courts~~ **in its own name;**

j. To **accept and receive in furtherance of its functions,** ~~receive and accept from any federal or state agency grants,~~ funds, **grants** and services **from the federal government or its agencies, for or in aid of the purposes of the Council** from departments, agencies and instrumentalities of municipal or local government, ~~as~~ **or** from private or civic sources;

k. To receive and expend such sums of money as shall be, from time to time, appropriated ~~of~~ **for** its use by any member unit ~~of government~~ **when approved by the Council and act as an agency to receive and expand federal funds for planning;**

l. To make and enter into all contracts and agreements, ~~and do and perform all acts deeds~~ necessary and incidental to the performance of its duties and the ~~exercise~~ **execution** of its powers **under this Amended Interlocal Agreement;**

m. To incur debts, liabilities or obligations which do not constitute the debts, liabilities or obligations of any of the parties of this **Amended Interlocal Agreement** ~~agreement;~~

n. To act in advisory capacity to ~~the~~ **its** constituent local governments in regional, metropolitan, county and municipal planning matters;

o. To cooperate, in the exercise of its planning functions, with federal and state agencies in planning for ~~disaster preparedness~~ **emergency management;**

p. To fix and collect membership dues, rents, or fees where appropriate;

q. To conduct studies of the ~~Region's~~ **resources of the Region;**

r. To participate with other governmental agencies, educational institutions and private organizations in the coordination or conduct of its activities; ~~and~~

s. To enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments within the Region and which the Council finds feasible to perform;

t. To select and appoint such advisory bodies as the Council may find appropriate for the conduct of its activities;

u. To provide technical assistance to local governments on growth management matters;

v. To perform a coordinating function among other regional entities relating to preparation and assurance of regular review of its regional plan, with the entities to be coordinated determined by the topics addressed in its regional plan;

w. To coordinate land development and transportation policies in a manner that fosters regionwide transportation systems;

x. To use personnel, consultants, or technical or professional assistants of the Council to help local governments within the geographic area covered by the Council conduct economic development activities; and

y. To provide consulting services to a private developer or landowner for a project, if not provided in a review capacity in the future, except that statutorily mandated services may be provided by the Council regardless of its review role.

6. Amendments: It is expressly understood that the terms and conditions of this Amended **Interlocal** Agreement shall be effective between and among all members of the Council; and that the validity, force and effect of ~~the~~ **this** Amended **Interlocal** Agreement shall not be affected by one (1) or more of the parties named hereinbefore; not approving this Amended **Interlocal** Agreement, so long as not less than three-quarters (3/4) of the governing bodies of the member units have affirmatively voted to approve and executed this Amended **Interlocal** Agreement.

Words **bolded and underlined** have been added.
Words ~~**bolded and struck through**~~ have been deleted.

IN WITNESS WHEREOF, the parties have caused this Amended Interlocal Agreement to be executed and their signatures to be affixed on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

County Clerk

BY: _____ Chair

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BRADFORD COUNTY, FLORIDA

County Clerk

BY: _____ Chair

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

County Clerk

BY: _____ Chair

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF DIXIE COUNTY, FLORIDA

County Clerk

BY: _____ Chair

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF GILCHRIST COUNTY, FLORIDA

County Clerk

BY: _____ Chair

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF HAMILTON COUNTY, FLORIDA

County Clerk

BY: _____ Chair

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA

County Clerk

BY: _____ Chair

Words **bolded and underlined** have been added.
Words ~~**bolded and struck through**~~ have been deleted.

ATTEST:

County Clerk

BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, FLORIDA

BY: _____
Chair

ATTEST:

County Clerk

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

BY: _____
Chair

ATTEST:

County Clerk

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

BY: _____
Chair

ATTEST:

County Clerk

BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, FLORIDA

BY: _____
Chair

ATTEST:

City Manager

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

BY: _____
Mayor

ATTEST:

City Manager/Clerk

CITY COMMISSION OF THE
CITY OF ARCHER, FLORIDA

BY: _____
Mayor

ATTEST:

City Clerk

CITY COMMISSION OF THE
CITY OF GAINESVILLE, FLORIDA

BY: _____
Mayor

Words **bolded and underlined** have been added.
Words ~~**bolded and struck through**~~ have been deleted.

ATTEST:

City Manager

CITY COMMISSION OF THE
CITY OF HAWTHORNE, FLORIDA

BY: _____ Mayor

ATTEST:

City Clerk

CITY COMMISSION OF THE
CITY OF HIGH SPRINGS, FLORIDA

BY: _____ Mayor

ATTEST:

City Clerk

CITY COMMISSION OF THE
CITY OF NEWBERRY, FLORIDA

BY: _____ Mayor

ATTEST:

City Manager

CITY COUNCIL OF THE
CITY OF WALDO, FLORIDA

BY: _____ Mayor

ATTEST:

City Clerk

CITY COMMISSION OF THE
CITY OF STARKE, FLORIDA

BY: _____ Mayor

ATTEST:

City Clerk

CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA

BY: _____ Mayor

ATTEST:

City Clerk

CITY COUNCIL OF THE
CITY OF JASPER, FLORIDA

BY: _____ Mayor

Words **bolded and underlined** have been added.
Words ~~**bolded and struck through**~~ have been deleted.

ATTEST:

CITY COMMISSION OF THE
CITY OF MADISON, FLORIDA

City Clerk

BY: _____ Mayor

ATTEST:

CITY COUNCIL OF THE
CITY OF LIVE OAK, FLORIDA

City Clerk

BY: _____ Mayor

ATTEST:

CITY COUNCIL OF THE
CITY OF PERRY, FLORIDA

City Manager

BY: _____ Mayor



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June 17, 2015

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director

SUBJECT: Check Fraud Status Report

On March 20, 2013, a fraudulent check in the amount of \$49,523.00 that was written on the Council's bank account was processed and paid by Wells Fargo. Also on March 20, 2013, Council staff filed an affidavit of check fraud concerning this matter with Wells Fargo. On March 25, 2013, Council staff filed a crime report concerning this matter with the Gainesville Police Department.

On March 28, 2013, Council Attorney Jonathan Wershow and Council staff briefed the Executive Committee concerning this matter. On April 18, 2013, the Council Attorney sent a letter to Wells Fargo requesting that Wells Fargo remit to the Council within 30 days the unauthorized \$49,523.00 released by Wells Fargo from the Council's account. On April 25, 2013, Council staff briefed the Council concerning this matter. On June 3, 2013, attorneys for Wells Fargo responded via letter to Mr. Wershow's letter stating that Wells Fargo will not reimburse the Council for the \$49,523.00 released from the Council's account by Wells Fargo.

On July 25, 2013, the Council authorized the Council Attorney to file a lawsuit against Wells Fargo to recover the unauthorized \$49,523.00 and designate Scott Koons, Executive Director, as the Council's representative concerning all matters related to such lawsuit. In addition, the Council authorized the Council Attorney and the Executive Director to contact federal and state law enforcement agencies to discuss the fraudulent check processed and paid out of the Council's bank account by Wells Fargo.

On August 5, 2013, Council Attorney Wershow and I met with Mr. William Cervone, State's Attorney for the Eighth Judicial Circuit of Florida to discuss the check fraud incident. Mr. Cervone offered the assistance of his staff to work with the Gainesville Police Department to secure the bank records relating to the check fraud incident.

On August 6, 2013, Council Attorney Wershow and Co-Council Stanley Cushman filed a five-count lawsuit in the Circuit Court of the Eighth Judicial Circuit in and for Alachua County, Florida, against Wells Fargo Bank, N.A. to recover the unauthorized \$49,523.00 released by Wells Fargo from the Council's bank account.

June 17, 2015

Page 2

On September 9, 2013, Wells Fargo responded to the complaint by filing a Motion to Compel Arbitration. Wells Fargo alleges that disputes related to the Council's checking account are to be resolved by an arbitrator. Council Attorney Wershow and Co-Counsel Stanley Cushman responded to the motion stating arbitration does not apply to the dispute.

A hearing was scheduled for October 30, 2013 in the Circuit Court of the Eighth Judicial Circuit in and for Alachua County, Florida on the Motion to Compel Arbitration filed by Wells Fargo to resolve the dispute between the Council and Wells Fargo. However, the hearing was rescheduled for January 24, 2014. At the conclusion of the hearing, the Circuit Court granted the Motion to Compel Arbitration.

A letter was sent to Wells Fargo on May 13, 2014 requesting additional information concerning the disputed check. On September 24, 2014 a Notice of Arbitration and Statement of Claim was filed with the American Arbitration Association by Co-Counsel Stanley Cushman on behalf of the Council. On October 14, 2014 attorneys from Wells Fargo filed a Respondent's Answering Statement to the Statement of Claim.

Council Attorney Wershow and Co-Counsel Stanley Cushman have coordinated with the attorney of Wells Fargo on the selection of an arbitrator and on January 8, 2015 mutually agreed to American Arbitration Association Arbitrator Robert Cowles of Jacksonville, FL. On February 2, 2015 a preliminary arbitration conference was held via teleconference. The arbitrator and parties agreed to schedule the arbitration hearing for May 11, 2015 in Gainesville, FL. However the arbitrator and parties agreed to reschedule the arbitration hearing for June 22, 2015 in Gainesville, FL.

On March 3, 2015 a press release concerning the check fraud incident was issued to regional and state news media. An arbitration hearing was scheduled for May 11, 2015 and was rescheduled for June 22, 2015 due to a conflict interest by the expert witness from Wells Fargo.

Please find attached a summary of legal fees incurred to date concerning the lawsuit.

If you have questions concerning this matter, please do not hesitate to contact me.

Attachment

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NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
Wells Fargo Lawsuit
Legal Fees

June 17, 2015

<u>Month</u>	<u>Amount</u>
August 2013	\$1,383
September 2013	\$2,253
October 2013	\$3,445
November 2013	\$180
December 2013	\$0
January 2014	\$2,760
February 2014	\$1,410
March 2014	\$2,502
April 2014	\$2,669
May 2014	\$2,970
June 2014	\$6,515
July 2014	\$330
August 2014	\$420
September 2014	\$810
October 2014	\$3,429
November 2014	\$0
December 2014	\$2,295
January 2015	\$454
February 2015	\$2,978
March 2015	\$765
April 2015	<u>\$7,000</u>
Total	\$44,568