BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

REGULAR MEETING
AGENDA

Tuesday, December 12, 2023
3:00 p.m.

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



COUNTY COMMISSIONERS

Carolyn D. Cummings, Chair
At-Large I

Brian Welch, Vice Chair
District 4

Christian Caban
District 2

Nick Maddox
At-Large II

Rick Minor
District 3

David T. O'Keefe
District 5

Bill Proctor
District 1

Vincent S. Long
County Administrator

Chasity H. O'Steen
County Attorney

The Leon County Commission typically holds regular meetings on the second Tuesday of each month and workshops are held on the fourth Tuesday of the month. Regularly scheduled meetings are held at 3:00 p.m. and workshops are held at 1:00 p.m. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Commission meeting agendas and minutes are available on the County Home Page at: **www.leoncountyfl.gov.** The media and the public can access the meeting in real time on Comcast channel 16, the Leon County Florida channel on Roku, the County's Facebook page, YouTube channel, Twitter and web site.

Please be advised that if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this meeting or hearing, such person will need a record of these proceedings, and for this purpose, such person may need to ensure that verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. The County does not provide or prepare such record (Section 286.0105, Florida Statutes).

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact, on behalf of the Chairman, Mathieu Cavell at Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301 or CMR@leoncountyfl.gov, by written request at least 48 hours prior to the proceeding. Telephone: (850) 606-5300, 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service. Accommodation Request Forms are available on the website **www.leoncountyfl.gov/ADA.**

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, December 12, 2023, 3:00 p.m.

Leon County Courthouse, Commission Chambers, 5th Floor
301 S. Monroe Street Tallahassee, Florida 32301

The media and the public can access the meeting in real time on Comcast channel 16, the Leon County Florida channel on Roku, the County's Facebook page, YouTube channel, Twitter and County web site.

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

- In-person at the meeting; or
- Register to provide comments using communications media technology during the meeting through the registration form using the following link https://www2.leoncountyfl.gov/coadmin/agenda/.

Citizens wishing to provide virtual comment must register by 8 p.m. on the day before the meeting to provide County staff sufficient time to provide instructions to citizens for comment during the meeting. Anyone needing assistance with registration may contact County Administration at 850-606-5300.

Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., titled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

INVOCATION & PLEDGE OF ALLEGIANCE

Invocation by Rev. Sylvia Jones of Mt. Zion AME Church in Havana, FL

Pledge of Allegiance by Commissioner David T. O'Keefe

AWARDS AND PRESENTATIONS

- Proclamation Recognizing the Retirement of John Hogan, President and CEO of Capital Health Plan
  (Commissioner Maddox)
- Proclamation Recognizing Stan Goldstein retired teacher and coach for Chiles High School
  (Commissioner Welch)

CITIZENS TO BE HEARD ON CONSENT AND NON-AGENDAED ITEMS

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

CONSENT

1. Minutes: October 10, 2023 Regular Meeting
   (Clerk of Court)
2. Payment of Bills and Vouchers
   (County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)

3. Ratification of Board Actions Taken at the November 28, 2023 Workshop on Human Services and the Community Human Services Partnership
(County Administrator/ County Administration)

4. Commissioner Appointments to the Library Advisory Board
(County Administrator/ County Administration)

5. Request to Schedule the First and Only Public Hearing to Consider a Ninth Amendment to the Southwood Development of Regional Impact Integrated Development Order for January 23, 2024
(County Administrator/ Development Support & Environmental Management)

6. FY 2023 Carry Forward Adjustments
(County Administrator/ Office of Financial Stewardship)

7. Resolution Authorizing Conveyance of Portions of two County-Owned Parcels Located at 320 and 326 Orange Avenue East to the City of Tallahassee for the Development of a StarMetro Transit Center
(County Administrator/ Office of Financial Stewardship)

8. Acceptance of a U.S. Department of Justice, Office of Community-Oriented Policing Services, Grant for the Leon County Sheriff's Department, and Approval of the Sheriff's Request for Utilization of Law Enforcement Trust Fund Assets
(County Administrator/ Office of Financial Stewardship)

9. Proposed Revisions to the Consolidated Minority, Women, and Small Business Enterprise Policy
(County Administrator/ Office of Economic Vitality)

10. Proposed Revisions to Policy No. 04-6, "Policy for Purchases of Food, Beverages and Supplies"
(County Administrator/ Office of Financial Stewardship)

11. Proposed Revisions to the County Cybersecurity Policy
(County Administrator/ Office of Information Technology)

12. Resolution in Support of the Florida Department of Transportation's Transportation Alternatives Set-Aside Grant Application to Construct the Highland Drive Sidewalk Project
(County Administrator/ Public Works)

13. Approval of the County to be a Willing Manager for FDOT SUN Trail Grant Application for the New Tallahassee to Havana Multi-Use Trail
(County Administrator/ Public Works)

14. First Amendment to Interlocal Agreement with the State of Florida Department of Transportation for Services Related to the Stormwater Element of National Pollutant Discharge Elimination System Program Requirements
(County Administrator/ Public Works)

Procurements: *(These items are included under Consent.)*

15. FY 2024 Insurance Coverages and Bid Award for Third-Party Workers' Compensation Administrative Services
(County Administrator/ Purchasing/ Office of Financial Stewardship)

16. Bid Award for Construction of the Fred George Park Wetland Restoration Project
(County Administrator/ Purchasing/ Public Works)

17. Ratification of the Purchase of an Ambulance for Emergency Medical Services
(County Administrator/ Purchasing/ Public Works)

18. Ratification of Division of Tourism Contracts and Agreements for Fall and Winter Sports and Events
(County Administrator/ Tourism)

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

19. Annual 2023 Affordable Housing Advisory Committee Report of Recommendations
(County Administrator/ Human Services & Community Partnerships)

20. November 2023 Quarterly Economic Dashboard Report
(County Administrator/ PLACE/ Office of Economic Vitality)

CONSENT ITEMS PULLED FOR DISCUSSION

GENERAL BUSINESS

21. Appointment of Commissioners to the Canvassing Board
(County Administrator/ County Administration)

22. Appointment of Commissioners to Authorities, Boards, Committees and/or Councils
(County Administrator/ County Administration)

23. Full Board Appointments to the Advisory Committee for Quality Growth, Animal Classification Committee, Architectural Review Board, Joint City/County Bicycling Workgroup, and the Tallahassee Sports Council
(County Administrator/ County Administration)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

24. First and Only Public Hearing to Consider an Eighth Amendment to the Southwood Development of Regional Impact Integrated Development Order
(County Administrator/ Development Support & Environmental Management)

25. First and Only Public Hearing to Consider an Ordinance Amending the Optimum (formerly Quail Ridge) Planned Unit Development for 14.53-acres Located on the East Side of Capital Circle SE, North of Gum Road
(County Administrator/ PLACE/ Planning)

26. First and Only Public Hearing to Consider Adopting a Resolution of Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non Ad Valorem Assessments for the Purpose of Collecting the Full Amount of all Charges Related to Sewer Service Imposed on Certain Real Property Located on Susie B. Lane
(County Administrator/ Office of Financial Stewardship/ Public Works)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

ADJOURN

The next regular meeting of the Board of County Commissioners is tentatively scheduled for

Tuesday, January 23, 2024 at 3:00 p.m. – Regular Meeting

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

PUBLIC NOTICE

Leon County Board of County Commissioners

2023 Calendar

Month	Day	Time	Meeting Type
December 2023	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider an Eighth Amendment to the Southwood Development of Regional Impact Integrated Development Order
		6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance Amending the Optimum formerly known as Quail Ridge PUD for 14.53-acre Located on the East Side of Capital Circle SE, North of Gum Road
		6:00 p.m.	First and Only Public Hearing Regarding Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non Ad Valorem Assessments for the Purpose of Collecting the Full Amount of all Charges Related to Sewer Service Imposed on Certain Real Property Located on Susie B. Lane
	~~Tuesday 19~~ Cancelled	~~1:30 p.m.~~	~~Capital Region Transportation Planning Agency Meeting City Commission Chambers~~
	Monday 25	Offices Closed	CHRISTMAS

PUBLIC NOTICE

Leon County Board of County Commissioners
2024 Tentative Meeting Schedule
All Workshops, Meetings, and Public Hearings are subject to change.

Date	Day	Time	Meeting
January 22	Monday	9:00 a.m.	Board Retreat
January 23	Tuesday	3:00 p.m.	Regular Board Meeting
February 20	Tuesday	3:00 p.m.	Regular Board Meeting
March 5	Tuesday	1:00 p.m.	Workshops on 2024 Comprehensive Plan Amendments, and the Land Use & Mobility Elements Update
March 19	Tuesday	3:00 p.m.	Regular Board Meeting
April 9	Tuesday	3:00 p.m.	Regular Board Meeting
April 9	Tuesday	6:00 p.m.	Transmittal Hearing on the 2024 Cycle Comprehensive Plan Amendments
April 23	Tuesday	9:00 a.m.	Budget Workshop
May 14	Tuesday	3:00 p.m.	Regular Board Meeting
May 28	Tuesday	1:00 p.m.	Workshop (TBD)
June 11	Tuesday	3:00 p.m.	Regular Board Meeting
June 11	Tuesday	6:00 p.m.	Adoption Hearing on 2024 Cycle Comprehensive Plan Amendments
June 18	Tuesday	9:00 a.m.	Budget Workshop
July 9	Tuesday	9:00 a.m.	Budget Workshop (if necessary)
July 9	Tuesday	3:00 p.m.	Regular Board Meeting
September 10	Tuesday	3:00 p.m.	Regular Board Meeting
September 10	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 24	Tuesday	1:00 p.m.	Workshop (TBD)
September 24	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 8	Tuesday	3:00 p.m.	Regular Board Meeting
October 22	Tuesday	1:00 p.m. 3:00 p.m.	Workshop – Legislative Priorities (tentative) Workshop on the Comprehensive Plan Land Use & Mobility Elements Update
November 19	Tuesday	3:00 p.m.	Installation, Reorganization & Regular Board Meeting
December 10	Tuesday	3:00 p.m.	Regular Board Meeting

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

PUBLIC NOTICE

Leon County Board of County Commissioners

2024 Tentative Calendar

Month	Day	Time	Meeting Type
January 2024	Monday 1	Office Closed	NEW YEAR'S DAY
	Tuesday 9	No meeting	BOARD RECESS
	Monday 15	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 16	9:00 p.m.	Capital Region Transportation Planning Agency Retreat TBD
	Wednesday 17		*Florida Association of Counties Legislative Day FSU Turnbull Conference Center*
	Monday 22	9:00 a.m.	Board Retreat FAMU Grand Ballroom
	Tuesday 23	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	tentative	**6:00 p.m.**	**First and Only Public Hearing to Consider a Ninth Amendment to the Southwood Development of Regional Impact Integrated Development Order**
February 2024	*Saturday 10 – Tuesday 13*		*NACO Legislative Conference Washington, D.C.*
	Monday 19	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 20	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Thursday 29	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
March 2024	Tuesday 5	1:00 p.m.	Joint County/City Workshop on the 2024 Cycle Comprehensive Plan Amendments, Infill; and the Comp Plan Land Use & Mobility Elements Update
	Monday 18	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 19	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
April 2024	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	Transmittal Hearing on Cycle 2024 Comprehensive Plan Amendments
	Tuesday 16	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 23	9:00 a.m.	Budget Policy Workshop County Courthouse, 5th Floor Commission Chambers
	Saturday 27		*Honor Flight Tallahassee Washington D.C.*
May 2024	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Thursday 16	1:00 p.m. 3:00 p.m.	Blueprint Intergovernmental Agency Budget Workshop and Meeting City Commission Chambers
	Monday 20	Offices Closed	EMANCIPATON DAY observed
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers

Month	Day	Time	Meeting Type
May 2024 (cont.)	Monday 27	Offices Closed	MEMORIAL DAY
	Tuesday 28		Workshop (TBD) County Courthouse, 5th Floor Commission Chambers
June 2024	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	Joint County/City Adoption Hearing on Cycle 2023 Comprehensive Plan Amendments
	Monday 17	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 18	9:00 a.m.	Budget Workshop County Courthouse, 5th Floor Commission Chambers
	Tuesday 25 – Friday 28		*FAC Annual Conference & Educational Exposition* *Orange County; Orlando, FL*
July 2024	Thursday 4	Offices Closed	INDEPENDENCE DAY
	Tuesday 9	9:00 a.m.	Budget Workshop (if necessary) County Courthouse, 5th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Friday 12 - Monday 15		*NACo Annual Conference* *Hillsborough County - Tampa, FL*
	Tuesday 23	No Meeting	BOARD RECESS
	TBD – typically late July		*National Urban League Annual Conference* *TBD*
August 2024	*Friday 16 – Sunday 18*		*Chamber of Commerce Annual Conference* *Amelia Island, Fernandina Beach, FL*
September 2024	Monday 2	Offices Closed	LABOR DAY
	Thursday 5	3:00 p.m. 5:00 p.m.	Blueprint Intergovernmental Agency Meeting and Budget Public Hearing City Commission Chambers
	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 24/25*
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Wednesday 18 – Thursday 19 (tentative date)		*FAC Innovation & Policy Conference* *Escambia County FL*
	Saturday 21 – Wednesday 25		*ICMA Annual Conference* *Allegheny County – Pittsburgh, PA*
	Tuesday 24	1:00 p.m.	Workshop TBD County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 24/25*
	TBD – typically late Sept.		*Congressional Black Caucus Annual Legislative Conference – Washington D.C.*
These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings			
October 2024	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers

Month	Day	Time	Meeting Type
October 2024 (cont.)	Tuesday 22	1:00 pm	Workshop on Legislative Priorities (tentative) County Courthouse, 5th Floor Commission Chambers
		3:00 pm	Workshop on the Comprehensive Plan Land Use & Mobility Elements Update County Courthouse, 5th Floor Commission Chambers
	TBD – typically mid October		*National Organization of Black County Officials (NOBCO) Annual Conference – TBD*
November 2024	Tuesday 5	Offices Closed	ELECTION DAY
	Monday 11	Offices Closed	VETERAN'S DAY observed
	Thursday 14	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Tuesday 19	3:00 p.m.	Installation, Reorganization and Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Monday 25	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Thursday 28	Offices Closed	THANKSGIVING DAY
	Friday 29	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2024	*Wednesday 4 – Friday 6*		*FAC Legislative Conference* *Hillsborough County – Tampa, FL*
	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Wednesday 25	Offices Closed	CHRISTMAS
January 2025	Wednesday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 7	No Meeting	BOARD RECESS
	Monday 20		MARTIN LUTHER KING, JR. DAY

Meetings listed in italics are included in the Board's 2024 Travel Schedule

Citizen Committees, Boards, and Authorities
Current and Upcoming Vacancies

CURRENT VACANCIES

Advisory Committee for Quality Growth
Board of County Commissioners (3 appointments)

Affordable Housing Advisory Committee
Board of County Commissioners (1 appointment) for one of the following categories:
- e. A citizen who is actively engaged as a for-profit provider of affordable housing.
- f. A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- j. A citizen who represents employers within the jurisdiction.
- k. A citizen who represents essential services personnel, as defined in the local housing assistance plan. (Essential Service Personnel includes teachers and educators, other school district, community college and university employees, police and fire personnel, health care personnel, skilled building trades personnel, and active U.S. Armed Forces service members.)

Animal Classification Committee
Board of County Commissioners (1 appointment) – Licensed Veterinarian
Board of County Commissioners (1 appointment) – Informed Citizen

Architectural Review Board
Board of County Commissioners (1 appointment) – Owner of Historic Preservation Property

Board of Adjustments & Appeals
City Commission (3 appointments)

Leon County Educational Facilities Authority
Board of County Commissioners (1 appointment)

Tallahassee Sports Council
Board of County Commissioners (2 appointments)

UPCOMING VACANCIES

DECEMBER 31, 2023

Animal Classification Committee
Board of County Commissioners (2 appointments) – Licensed Veterinarian
Board of County Commissioners (2 appointments) – Informed Citizen

Joint Bicycling Workgroup
Board of County Commissioners (3 appointments)

Library Advisory Board
Commissioner - District II: Christian Caban (1 appointment)
Commissioner - District III: Rick Minor (1 appointment)
Commissioner – At-Large I: Carolyn Cummings (1 appointment)

Leon County
Board of County Commissioners

Notes for Agenda Item #1

Leon County Board of County Commissioners

Agenda Item #1

December 12, 2023



To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Minutes: October 10, 2023 Regular Meeting

Review and Approval:	Vincent S. Long, County Administrator Chasity O'Steen, County Attorney
Department/ Division Review:	Ken Morris, Assistant County Administrator Edward Burke, Finance Director, Clerk of Court & Comptroller
Lead Staff/ Project Team:	Beryl Wood, Clerk to the Board

Statement of Issue:

This item seeks Board review and approval of the following minutes: October 10, 2023 Regular Meeting.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the minutes for the October 10, 2023 Regular Meeting.

Attachment:

1. October 10, 2023 Regular Meeting Minutes

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
October 10, 2023

The Board of County Commissioners of Leon County, Florida, met in regular session at 3:00 p.m. with Chair Maddox presiding. Present were Vice-Chair Carolyn Cummings and Commissioners David T. O'Keefe, Christian Caban, Brian Welch, Bill Proctor, and Rick Minor. Also present were County Administrator Vincent Long, County Attorney Chasity O'Steen, and Clerk to the Board Beryl H. Wood.

Vice-Chair Cummings called the meeting to order at 3:00 p.m.

Invocation and Pledge of Allegiance

- Commissioner Minor introduced Fr. Dustin Feddon, the Executive Director of Joseph House, an organization located on East Bradford Rd. established by the Roman Catholic Diocese of Pensacola and Tallahassee. Joseph House is a non-profit ministry dedicated to assisting men in reintegrating into society after leaving prison. Commissioner Minor expressed gratitude to Fr. Feddon and his team, acknowledging their hard work in supporting individuals through this reintegration process. Fr. Feddon mentioned Joseph House is a community for men leaving Florida Prisons and Jails. They provide a restorative approach by providing them with opportunities for work and school.

Commissioner O'Keefe introduced Cub Scouts Pack 10 for the Pledge of Allegiance and Flag Ceremony.

Awards and Presentations

• **REMOVED** Proclamation Recognizing the Retirement of John Hogan, President, and CEO of Capital Health Plan (Chair Maddox) – To be presented at the November 14, 2023, BOCC Meeting.

• Proclamation Recognizing October as Breast Cancer Awareness Month

- Vice-Chair Cummings introduced the Proclamation Recognizing Breast Cancer Awareness Month. She stated this Proclamation has a special meaning to her as breast cancer has affected three generations of her family.

- Maja Traupe, Regional Coordinator for the Breast and Cervical Program for the Leon County Health Department, accepted the Proclamation and shared that they have done about 280 screens or more within the last year, 10 to 15 of those women within the last two years were diagnosed with cancer. Due to patient navigation and frequent screening, those women are on the road to recovery. She thanked the Board for the Proclamation.

• Proclamation Recognizing October 15-21, 2023, as National Friends of the Library Week

- Chair Maddox introduced the Proclamation Recognizing October 15-21, 2023, as National Friends of the Library Week.

- Bailey Howard, President-Elect of the Friends of the Leon County Library, accepted the Proclamation and thanked the Commission on behalf of all the board members and volunteers for recognizing the commitment of the library to making sure they continue to be able to offer its services to the County and the citizens.

• Proclamations Recognizing the Winners for the 31st Annual Big Bend Minority Enterprise Development Week, October 2-5, 2023 (Chair Maddox)

- Chair Maddox introduced the Proclamation Recognizing the Winners for the 31st Annual Big Bend Minority Enterprise Development Week, October 2-5, 2023.

- Tracey Chen, Owner and President of Target Print & Mail, accepted the Women Business Enterprise of the Year Award and thanked the Commission for supporting women and minority businesses.

- Dr. Michelle A. Mitcham, President and Publisher of the Tallahassee Woman Magazine, accepted the Minority Business Enterprise of the Year Award. She thanked the Commission and shared that the recognition holds immense significance to her. She stated their Magazine is not just a publication, it is a platform dedicated to uplifting the voices of diverse women of Tallahassee, and it is a privilege to be part of this movement. They firmly believe that every woman, regardless of her background, deserves to be celebrated and aim to break barriers and shatter stereotypes to create a world where every woman can envision herself as a powerful force of change. This is a testament to the collection of dedication. She stated this award is not only for her, but it belongs to every woman who has shared her story and every advisor who has believed in their business vision. This recognition serves as a powerful reminder that when we come together united in our pursuit of equality and empowerment, we can create a future where every woman can provide.

- Vice-Chair Cummings stated these women are the pillar of our community. She stated the Magazine is first-class excellence. She looks forward to that magazine because it brings us up close and personal with individuals who contribute to that magazine. She mentioned the golf tournament that was held last week that was sponsored by the city chambers, and the top supporter was Tallahassee Woman Magazine. That golf tournament was designed to raise funds for the Title I Schools of Leon County. She applauds them and thanks them for the work they do for the community.

- Stephen Beasley, CEO of MLK Foundation, accepted the 2023 Economic Development Champion of the Year Award and thanked the Commission for all its support for the last 20 years. He shared that they have serviced over 35,000 kids, support the Boy Scouts annually, and supported their Black History publication which they have done 38 publications over the last 38 years. He thanked the Commission for its help during the Martin Luther King Celebration in the Rotunda of the Courthouse each year. He stated he's been in Tallahassee for 81 years and in business for 68 years.

- Vice-Chair Cummings congratulated Mr. Beasley for receiving the award and stated that he has his heart and soul of the community on his shoulders. He is always concerned about the well-being of the citizens, specifically the children. She thanked him for the service he has done in Leon County and stated he had been a positive impact on the children.

- Commissioner Proctor thanked Mr. Beasley for all he has done in his life, and for what he meant to his family and the entire community over the years.

- Commissioner Minor stated he has had the pleasure of knowing and working with Mr. Beasley for years. He thanked him for the 68 years of work he has done for the community.

- Chair Maddox congratulated Mr. Beasley and stated he has shaped the community business-wise and politically as well. He thanked him for the time and effort he has put in and looks forward to what's next in his future.

Commissioner Proctor requested for Agenda Item #6 to be pulled from Consent.

Commissioner O'Keefe moved, seconded by Commissioner Minor, to waive the Board's policy and allow a consent item to be pulled without 24-hour notice, and allow Commissioner Proctor to pull Agenda Item #6.

The motion carried 7-0.

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

- Corrie Melton, Greater Chamber of Commerce, on behalf of the Talent Development Council, provided a presentation of the North Florida Worlds of Work. She explained this is a career expo, and they are the first ones to bring it to Florida. She shared that they have about 3,000 9th-grade students from Leon, Gadsden, Franklin, Wakulla, and Jefferson Counties. They will come through between Thursday and Friday to experience all ten worlds. They have about 250 employers and 250 volunteers who are there during the day doing activities with the students. She stated this is intentional because they need the students to know about these careers and opportunities early as 9th grade is when students start to make decisions and have some form of idea of what they need to take for their potential career. Shelly Bell, VP of Workforce Development at TCC, added that Leon Works has been in the community for about 7 to 8 years. She shared her excitement to have both WOW and Leon Works Expo be part of students' experience. She explained that with WOW they target 9th graders as they begin to think about their career pathway, what industries they might be interested in, and the jobs in the region. For Juniors and Seniors as they're getting ready to walk out the doors of their high school, the Leon Works Expo that really gets them ready for what's next. The hope is that as the community continues to work together on workforce initiatives, they will really be building the talent that is necessary to move the community forward and hopefully keep some of the students right here in the community or at least get them to come back. She invited the Board to the events.

- Commissioner Welch thanked both Corrie Melton and Shelly Bell. He stated they are absolute pros when it comes to workforce development, and that the community is blessed to have them. He congratulated both for all the work they do.

- Stanley Sims, 1320 Avondale Way, Tallahassee, Florida 32317, spoke in opposition to the item #6. He referred to Commissioner Proctor as he claimed he was a victim of taxation without representation. He is supporting a system which he has no voice in the vote. He mentioned that he gets certain affordable services in Avondale Way rather than the property he owns on Miccosukee Road. He doesn't want to go through the voluntary annexation with the danger of gaining an 8% tax increase.

Consent

Commissioner Caban moved, seconded by Commissioner Minor, to approve the Consent Agenda with the exception of Item #6, which was pulled from the Agenda by Commissioner Proctor.

The motion carried 7-0.

1. Minutes: July 11, 2023, Regular Meeting

The Board approved Option #1: Approve the minutes of the July 11, 2023, Regular Meeting.

2. Payment of Bills and Vouchers

The Board approved Option #1: Approve the payment of bills and vouchers submitted for October 10, 2023, and the pre-approval of payment of bills and vouchers for the period of October 11, 2023, through November 13, 2023.

3. Annual Performance Review for the County Administrator, in Accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"

The Board approved Option #1: Ratify annual performance reviews of the County Administrator in accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process."

4. Supervisor of Elections Proposed Realignment of Voting Precinct Boundaries

The Board approved Option #1: Adopt, via Resolution, the Supervisor of Election's proposed realignment of Leon County's precinct map.

5. Request to Schedule the First and Only Public Hearing to Consider an Eighth Amendment to the Southwood Development of Regional Impact Integrated Development Order for December 12, 2023

The Board approved Option #1: Schedule the first and only public hearing to consider an eighth amendment to the Southwood Development of Regional Impact Integrated Development Order for December 12, 2023, at 6:00 p.m.

6. PULLED -Voluntary Annexation of Property Located on the Northeast Corner of Centerville Road and Pemberton Road

The Board approved Option #1: Do not object to the proposed voluntary annexation of property owned by Azalea Land Group, LLC, located on the northeast corner of Centerville Road and Pemberton Road.

7. Voluntary Annexation of the Residential Phases 4 through 6 of the Fallschase Planned Unit Development

The Board approved Option #1: Do not object to the proposed voluntary annexation of properties owned by RMDC, Inc., identified as Fallschase Residential Phases 4 through 6.

8. Florida Department of Health Emergency Medical Services Matching Grants

The Board approved Options #1 and #2:

Option #1: Accept the two Florida Department of Health Emergency Medical Services Matching Grants totaling $64,313 and authorize the County Administrator to execute all documents and Agreements related to the grant-funded projects.

Option #2: Approve the Resolution and associated Budget Amendment Request.

9. FY 2023 Carry Forward Appropriations

The Board approved Options #1- #3:

Option #1: Authorize the carry forward of FY 2023 appropriations to the FY 2024 budget by adopting the Resolution and Budget Amendment Request.

Option #2: Authorize the County Administrator to execute an agreement with the City of Tallahassee and Second Harvest for the use of American Rescue Plan Act funding, including any subsequent amendments to the agreement, in a form approved by the County Attorney.

Option #3: Authorize the County Administrator to execute an agreement with Second Harvest for the use of CARES funding, including any subsequent amendments to the agreement, in a form approved by the County Attorney.

10. Acceptance of the Florida Department of Environmental Protection ResilientFlorida Program Grant

The Board approved Options #1 and #2:

Option # 1: Accept the Florida Department of Environmental Protection Resiliency Grant in the amount of $600,000 and authorize the County Administrator to execute the Grant Agreement, including any future modifications, and all documents related to the grant project, subject to legal review by the County Attorney.

Option #2: Approve the Resolution and associated Budget Amendment Request.

11. State of Florida Department of Health FY 2024 Public Health Agreement

The Board approved Option #1: Approve the FY 2024 Agreement between Leon County and the State of Florida Department of Health in Leon County for the provision of state-mandated public health services and the purchase of replacement fleet vehicles and authorize the County Administrator to execute the Agreement, and any amendments thereto, subject to legal review by the County Attorney.

12. Memorandum of Understanding for Use of Opioid Litigation Settlement Funds

The Board approved Options #1 and #2:

Option #1: Approve the Memorandum of Understanding (MOU) with the Second Judicial Circuit Office of Court Administration to utilize Opioid Litigation Settlement funds to provide substance abuse treatment and ancillary services to people involved in the criminal justice system, and authorize the County Administrator to execute the MOU, and any amendments thereto, subject to legal review by the County Attorney.

Option #2: Approve the Resolution and associated Budget Amendment Request to realize the first payment of $100,565 of Opioid Litigation Settlement funds into the FY 2024 budget.

13. Acceptance of a Maintenance Agreement and Surety Device for Tower Gates Phase I Subdivision

The Board approved Option #1: Authorize the County Administrator to accept the Maintenance Agreement and Surety Device for Tower Gates Phase I Subdivision and authorize the County Administrator to execute the Agreement.

14. Enabling Resolutions to Reauthorize the Tourist Development Council and the Tallahassee Sports Council

The Board approved Options #1, #2, and #3:
Option #1: Adopt the proposed Enabling Resolution to reauthorize the Tourist Development Council.

Option #2: Adopt the proposed Enabling Resolution to reauthorize the Tallahassee Sports Council.

Option #3: Adopt the proposed revised Policy No. 11-2 "Membership on Boards, Committees, Councils and Authorities."

Procurements:

15. Authorization to Execute Employee Benefits Service Agreements for Calendar Year 2024

The Board approved Option 1#: Authorize the County Administrator or designee to execute the employee benefits service agreements and subsequent amendments with Capital Health Plan, Florida Blue/Blue Medicare, Medcom Benefit Solutions, and Brown & Brown of Florida Inc., subject to legal review by the County Attorney, and offer employees the new optional benefit programs through Pet Benefit Solutions and Benefit Hub.

16. Agreement for ProPhoenix Jail Management System State Aid to Libraries Grant Agreement and Annual Plan for Library Service

The Board approved Option #1: Approve the Agreement with Chenosa Systems Corporation in the amount of $645,757 for the ProPhoenix Jail Management System, and authorize the County Administrator to execute the Agreement, and any amendments thereto, subject to legal review by the County Attorney.

17. Approval to Execute Purchase Orders for Fuel Expenditures

The Board approved Options #1-#2:

Option #1: Authorize the execution of a purchase order to Eli Roberts & Sons, Inc. in the amount of $2,000,000 for fuel for FY 2024 and authorize the County Administrator (or his designee) to execute change orders for the purchase of additional fuel in FY 2024, if needed, subject to available funding.

Option #2: Authorize the County Administrator (or his designee) to execute annual purchase orders to Eli Roberts & Sons, Inc. for fuel through FY 2028 utilizing the City of Tallahassee Contract No. 4136, subject to the annual funding approved by the Board, and authorize the County Administrator (or his designee) to execute change orders for the purchase of additional fuel, if needed, subject to available funding.

18. Bid Award for Construction of the Maylor Road Drainage Improvement Project Highway, Pensacola Street, Capital Circle and Thomasville Road

The Board approved Options #1-#2:

Option #1: Approve the bid award to Sandco LLC, in the amount of $2,188,865 for the construction of the Maylor road drainage improvement project, and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.

Option #2: Approve the Resolution and associated Budget Amendment Request realizing $148,029 from the City of Tallahassee for water and sewer upgrades.

Status Reports:

19. Annual FY 2023 Commissioner Discussion Items Status Report

The Board approved Option #1: Accept the Annual FY 2023 Commissioner Discussion Items Status Report.

20. Annual FY 2023 Tangible Personal Property Status Report

The Board approved Option #1: Accept the FY 2023 Tangible Personal Property Status Report.

Consent item pulled from discussion

Item #6. Voluntary Annexation of Property Located on the Northeast Corner of Centerville Road and Pemberton Road

Commissioner Proctor took issue with a particular item, expressing concerns about the fairness and equity of the statement regarding community enhancements. He recalled observing a large sewer pipe on Capital Circle and highlighted the absence of such infrastructure on the South side compared to the North side. Commissioner Proctor believed that the item is manipulated and driven by racial motivations, asserting that the South side is not receiving the same access to services. He questioned why residents on the South side are excluded from these discussions and emphasized the need for a conversation about the matter. Commissioner Proctor accused developers in the City of neglecting poor Black residents and mentioned the burden of an 8% increase in property taxes for Black Americans who, in his view, are not receiving the services they deserve. He concluded by making a motion to object to the proposed annexation, with the motion seconded by Commissioner O'Keefe.

Commissioner O'Keefe voiced opposition to the item citing several reasons. He emphasized the importance of considering the broader governance implications, expressing concern about the impact of one decision on others. Commissioner O'Keefe questioned the exclusion of other existing areas that have paid property taxes. He argued that the plan runs counter to infill development, and he questioned whether the Board understands that there are no other areas within the existing urban services area that could be developed. He also raised concerns about the capacity to handle a significant sewage spill, referring to a previous incident of a 1,000,000-gallon sewage spill. Commissioner O'Keefe questioned whether the infrastructure has the capacity to serve the proposed development, even if approved.

Chair Maddox asked County Attorney O'Steen to explain the grounds by which the County can oppose the annexation and what happens if they don't have grounds to oppose and end up opposing.

County Attorney O'Steen clarified that Chapter 171 of the Florida Statutes outlines two types of annexation: voluntary and involuntary. In this case, it's a voluntary annexation, meaning the property owner has expressed a desire to be annexed into the City and has made a formal request. Per the interlocal agreement between the City and the County, this request comes before the County for consideration. There are statutory criteria for annexation, including contiguity with the City limits (which this property meets), reasonable compactness (which it

also meets), and the requirement not to create enclaves that could hinder the proper delivery of urban services. The property in question satisfies these legal requirements.

County Attorney O'Steen mentioned that a feasibility study on the delivery of services has been prepared and provided as is now required for all annexations as of July of the current year. If the Board chooses to object to the annexation, it would initiate a mediation process between the City and the County to attempt to resolve the objection.

The following speaker provided in-person comments:

- Erin Tilton, 106 E. College Avenue, Tallahassee, Florida 32301, Sterns Weaver Miller, representing the applicant, Azalea Land Group, spoke in support of the voluntary annexation. She clarified that this is a voluntary annexation and highlighted the specific process involved in voluntarily petitioning for annexation. She emphasized that the applicant cannot compel others to be part of the annexation, as it would be improper under the statute. She stated that the property in question meets the criterion of being contiguous to the City boundary. Additionally, Ms. Tilton clarified that there is no specific development plan for the property at this stage; the request is solely for annexation into the City.

- Commissioner O'Keefe asked County Attorney O'Steen for clarification on the third criterion about enclaves.

- County Attorney O'Steen explained that an enclave means any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality or by a single municipality and a natural or man-made obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality. Which is why this proposed annexation does not create an enclave; it doesn't meet either of those definitions.

- Commissioner O'Keefe asked if there are any known hurdles that make it different for existing neighborhoods to request to voluntarily annex and meet those criteria versus an undeveloped.

- County Attorney O'Steen stated looking at the map, she can't tell whether the existing neighborhoods referenced by Commissioner O'Keefe meet the three criteria. That would be an aside from what anything that a feasibility study might show or any information that Public Works staff might have about that other property, but if those other property owners want to be annexed into the City, that's what the voluntary annexation process is for, and they can initiate that through the City if they would like. Single ownership makes voluntary annexation so much easier. The problem you have with some of these legacy subdivisions is you must have a certain number of those property owners who want to annex.

- Commissioner Caban spoke in support of the annexation of this property. He stated this is a private property owner. They own the entire parcel and it's touching City limits. He doesn't think they're carving out a piece of land that isn't already contagious to City limits. He shares his sentiments with Commissioner Proctor's points.

- Vice-Chair Cummings spoke in support of the annexation. She stated it appears non-controversial to her since it's a private owner. She stated that they have a request that meets all the legal requirements. She stated at some point they can consider Commissioner Proctor's request and look at the disparity as far as locations.

- Chair Maddox suggested the Board look at voluntary and involuntary annexation processes and come back with this and talk with the City to see what kind of changes can be made. He also suggested a workshop to discuss the annexation process. He would like for the Commission to focus on this annexation.

- Commissioner Proctor emphasized that the elected individual aims to represent the interests of the community, stressing that properties adjacent to the area in question face challenges in obtaining street lighting on Crawfordville Road. He questioned the transparency of information and whether citizens on our side truly comprehend the details of the annexation discussion.

Commissioner Proctor moved, seconded by Commissioner O'Keefe, to approve Option #2: Object to the proposed voluntary annexation of property owned by Azalea Land Group, LLC, located on the northeast corner of Centerville Road and Pemberton Road.

The motion failed 2-5, with Chair Maddox, Vice-Chair Cummings, and Commissioners Caban, Minor and Welch opposed.

Commissioner Welch moved, seconded by Commissioner Caban, to approve Option #1: Do not object to the proposed voluntary annexation of property owned by Azalea Land Group, LLC, located on the northeast corner of Centerville Road and Pemberton Road.

The motion carried 5-2, with Commissioners Proctor and O'Keefe opposed.

- Chair Maddox asked County Administrator Long for a status report on the voluntary and involuntary annexation processes for the Board's November 14th meeting agenda and suggested a workshop on annexation.

Commissioner Minor moved, seconded by Commissioner O'Keefe, to direct staff to provide an agenda item with a status report on the voluntary and involuntary annexation process for the Board's November 14, 2023, meeting.

The motion carried 7-0.

General Business

21. FY 2024 Annual Retreat Overview

County Administrator Long stated this item provides an overview of the proposed FY 2024 Annual Retreat scheduled for January 22, 2024.

Commissioner Caban moved, seconded by Vice-Chair Cummings, approval of Option #1: Accept the FY 2024 Annual Retreat Overview.

The motion carried 7-0. (Commissioner Minor was out of chambers during the vote but asked during Commissioner time that the record reflect that he voted with the majority on Item #21 since he was out of Chambers).

22. Authorization for the Housing Finance Authority of Leon County to Issue Multifamily Housing Revenue Bonds for the Lake Bradford Apartments Affordable Housing Project

County Administrator Long introduced this item seeking Board approval to authorize the Housing Finance Authority of Leon County to issue Multifamily Housing Revenue Bonds in the amount of $35 million for the Lake Bradford Apartments Affordable Housing Project located on Kissimmee Street and sought approval of the associated Resolution. The project would construct 156 affordable rental units exclusively for low-income and extremely low-income households. Board approval of the issuance of bonds is required pursuant to the Federal Tax Equity and Fiscal Responsibility Act of 1982 and Resolution 21-24.

- Commissioner Proctor asked who the owners were.
- Shington Lamy, Assistant County Administrator, stated this business is stationed in Nashville, Tennessee.
- Commissioner Proctor asked why people from other states come and borrow their names.
- County Attorney O'Steen stated the applicant is an actual Florida company owned by a Tennessee company.
- Commissioner Proctor asked if there are people from Leon County who can do this.
- Mr. Lamy emphasized the Housing Finance Authority's (HFA) efforts to promote awareness locally and nationally about opportunities to apply for bond issuance and funding through the housing finance corporation. He stressed the need for more affordable housing and expressed the HFA's commitment to partnering with the community for this purpose. The project in question focuses on rental units for individuals and households earning 80% or less of the median income, translating to less than $40,000 for a family of four. Notably, 39 of these units are designated for very low-income families, earning 50% or less of the median income, addressing a critical need in Leon County. Additionally, the concept of affordability is tied to rent being 30% of the tenants' income.

- Commissioner Proctor clarified that while he does not oppose the project, he consistently advocates for prioritizing local individuals or residents in such initiatives.

    - Mark Hendrickson, the Financial Advisor to the Housing Finance Authority, highlighted that while state law prohibits the imposition of rent control, developers have the option to voluntarily adopt rent control measures. In this particular case, the developer is set to enter into a 50-year land use restriction agreement. This agreement will enforce limits on rents for all units, ensuring they remain at affordable levels. As an illustration, the rents for 30% of units could be as low as $483 for individuals earning 60% of the median income, and around $1100 or well below market rates. These affordability measures are intended to persist for the entire 50-year duration of the agreement.

- Vice-Chair Cummings shared her excitement about having more than 1,000 new units. She asked who has the oversight to make sure the developers adhere to land restrictions.

    - Mr. Lamy stated both the HFA and Florida Housing Finance Corporation because they are also receiving funds through the state. He added that there are projects that have been approved by the Board. He stated they are required to make sure that the people who are living there and those units meet the income restrictions approved by the board.

    Vice-Chair Cummings thanked Mr. Lamy and stated she supports this item.

    Chair Maddox indicated that his focus was on addressing the housing affordability issue by targeting individuals with incomes at or below 60% of the Area Median Income (AMI). He emphasized that the majority of the problem lies in this income bracket. Additionally, Chair Maddox expressed dissatisfaction with the current pace of affordable rental development, emphasizing the need for a future discussion to ensure that a significant portion of housing units can be made available at 60% of AMI or below

    Commissioner Proctor expressed apprehension about allocating a significant sum of money, specifically $35 million, without introducing any associated risks. His concern centered on individuals from distant locations who may exploit poverty statistics and conditions to secure substantial funding. Commissioner Proctor was worried that these individuals, after obtaining the funds, might not fully commit to the intended objectives and could potentially disengage from the project's goals.

Commissioner O'Keefe moved, seconded by Vice-Chair Cummings, to approve Option #1: Approve the Resolution authorizing the Housing Finance Authority of Leon County to issue $35,000,000 in Multifamily Housing Revenue Bonds for the Lake Bradford Apartments project).

The motion carried 7-0.

23. Authorization to Submit a U.S. Department of Housing and Urban Development Pathways to Removing Obstacles to Housing Grant Application

County Administrator Long introduced this item. He stated it was consistent with Leon County's efforts to increase the stock of affordable housing in the community, this item requests Board authorization to submit a U.S. Department of Housing and Urban Development Pathways to Removing Obstacles to Housing Grant. As required by the U.S. Department of Housing and Urban Development, the item also sought Board authorization for the County Administrator to conduct a public hearing to receive public comment prior to the submittal of a grant application.

- Vice-Chair Cummings applauded County Administrator Long and staff. She stated this was a short turnaround time for the grant application. She also shared her excitement that HUD has identified their area as a priority geographical area as far as households that are burdened.

- Commissioner Proctor asked how many more are applying for the grant application.

- County Administrator Long stated this is an open and competitive application, and no one else has a Shington Lamy on their team.

- Commissioner Proctor stated they appreciate this effort. He stated Mr. Lamy is their quarterback, and they are counting on them to come through.

- Chair Maddox confirmed with County Administrator Long that it will be used for matching dollars.

Commissioner Proctor moved, seconded by Commissioner Minor, to approve Options #1-#2:

Option #1: Authorize the County Administrator to submit an application for the U.S. Department of Housing and Urban Development Pathways to Removing Obstacles to Housing Grant and execute any documents associated with the submittal of the grant application and,

Option #2: Authorize the County Administrator, or his designee, to conduct a public hearing on Thursday, October 26, 2023, at 6 p.m. to receive public comments and make amendments as necessary prior to the submittal of the application.

The motion carried 7-0.

24. Approval of Agreement to Host the Entire Florida High School Athletic Association (FHSAA) 2023 Football Championship Games

County Administrator Long introduced this item. He stated it seeks Board approval to host the upcoming 2023 Florida High School Athletic Association (FHSAA) Football Championship Games at FAMU's Bragg Memorial Stadium, as part of Leon County's

ongoing strategy to enhance local tourism and community engagement through sporting events. This item also seeks Board ratification of the Memorandum of Understanding between Leon County, FHSAA, and FAMU to host the event. The FHSAA event partnership is expected to bring more than $11 million in local economic impact and aligns with the County's goals of attracting diverse sporting events to grow the local tourism economy and continue to be one of the South's best destinations.

- Commissioner Proctor thanked Director, Division of Tourism, Kerri Post, and her staff. He wanted the Board to be aware that the District 1 County Commissioner was a quarterback who won a state championship with FAMU High in 1976.

- Commissioner Welch shared that he was born two years prior before that game in 1978. He thanked the Tourism staff, and he agreed this is something that the Commission wants to explore and increase in our community.

- Chair Maddox shared that this is the first time they will host all 9 games in Leon County. He stated he would like to give the Tourism staff credit for their efforts.

Commissioner Proctor moved, seconded by Commissioner Caban, to approve Options #1-#3:

Option #1: Approve the Agreement in the amount of $350,000 with the Florida High School Athletic Association Inc. to host the entire Florida High School Athletic Association 2023 Football Championship Games and authorize the County Administrator to execute the Agreement and any amendments or related agreements in furtherance of hosting the event, subject to legal review by the County Attorney.

Option #2: Approve the Resolution and associated Budget Amendment Request.

Option #3: Ratify the Memorandum of Understanding between Leon County, FHSAA, and FAMU for the 2023 Florida High School Football State Championships.

The motion carried 7-0.

25. Status Update for a Sports Market Feasibility Study

County Administrator Long introduced this item seeking Board acceptance of a status update for the County to conduct a sports market feasibility study to enhance the community competitiveness in the area of sports tourism.

- Commissioner Proctor stated this was largely in response to dynamics, and he can support the direction of the conversation. He stated he doesn't understand why they had a move from different stadiums. He believes they shouldn't suffer for a public stadium; they should not let Gene Cox fall into disrepair. He stated that everything in the Southside doesn't have to be badly worn and do what they can to not ignore it.

- Chair Maddox confirmed that Gene Cox Stadium was included in the Blueprint IA market feasibility study for the fairgrounds Master Plan. He stated that his biggest

question is about how they can develop this area into a sports complex. He stated all of Commissioner Proctor's concerns will be addressed in this study.

- Commissioner Welch stated he supports Commissioner Proctor on his idea.

Commissioner Welch moved, seconded by Commissioner Minor, to approve Option #1: Accept the status update for a sports market feasibility study and take no further action at this time.

The motion carried 7-0.

26. Full Board Appointments to the Council on Culture and Arts, and the Tourist Development Council

County Administrator Long introduced this item. He stated the item sought the full Board's consideration of the appointment of citizens to the Council on Culture and Arts, and the Tourist Development Council.

Vice-Chair Cummings moved, seconded by Commissioner Caban, to approve Option #1: Reappoint one citizen, Beth Keating, to the County Community Volunteerism seat on the Council on Culture and Arts (COCA) for a four-year term ending September 30, 2027, from the slate of three COCA nominees.

The motion carried 7-0.

Vice-Chair Cummings moved, seconded by Commissioner Caban, to approve Option #2: Appoint one citizen, Kimberly Bryant, to the County Marketing seat on the Council on Culture and Arts (COCA) for a four-year term ending September 30, 2027, from the slate of three COCA nominees.

The motion carried 7-0.

Vice-Chair Cummings moved, seconded by Commissioner Minor, to approve Option #3: Appoint one citizen, Neil Mooney, to the County Historic Preservation/Ethnic Heritage seat on the Council on Culture and Arts (COCA) for a four-year term ending September 30, 2027, from the slate of three COCA nominees.

The motion carried 7-0.

Vice-Chair Cummings moved, seconded by Commissioner Caban, to approve Option #4: Appoint one nominated citizen, Hadley Peterson, to the City At-Large seat Council on Culture & Arts (COCA) for the remainder of the unexpired term ending September 30, 2025, as recommended by the Mayor of the City of Tallahassee and approved by the City Commission, from the slate of three COCA nominees.

The motion carried 7-0.

Commissioner Caban moved, seconded by Commissioner Welch, to approve Option #5: Appoint one citizen, Joshua Brock, to the hotelier seat on the Tourist Development Council for a four-year term ending October 31, 2027; and

Option #6: Reappoint one citizen, Matt Thompson, to the tourism industry seat on the Tourist Development Council for a four-year term ending October 31, 2027.

The motion carried 7-0.

- Commissioner Proctor inquired about the discrepancy in representation on the Tourist Development Council, questioning why there are two City Commissioners but only one County Commissioner. This suggests a concern or interest in understanding the rationale behind the current distribution of seats on the Council.
-
    - County Attorney O'Steen explained that, by statute, a county has one representative, and two municipal representatives within that county also have seats. However, in the case of Leon County, there is an anomaly. In most jurisdictions there is more than one municipality, so there is no more than one seat per municipality on a tourist development council. Leon County is unique in that it has one county seat while the City of Tallahassee, which is the only municipality in the County, ends up with two seats.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

The Public Hearing was called to order at 6:00 P.M.

27. First and Only Public Hearing to Consider Adopting an Ordinance Amending Section 10-7.502 of Chapter 10 of the Land Development Code Entitled, "General Layout and Design Standards" to Require Street Lighting for School Bus Stops in New Residential Subdivisions

County Administrator Long introduced this item. He stated it requests that the Board conduct the first and only public hearing to amend the Leon County Land Development Code requiring new residential subdivisions, including multi-family development, to provide streetlights for school bus stops.

Commissioner Welch moved, seconded by Vice-Chair Cummings, to approve Option # 1: Conduct the first and only public hearing and adopt an Ordinance amending Section 10-7.502 of Chapter 10 of the Land Development Code entitled "General Layout and Design Standards," to require street lighting for school bus stops in new residential subdivisions.

The motion carried 7-0.

28. First of Two Public Hearings to Consider Adopting an Ordinance Amending the Definitions and Accessory Uses Sections of Chapter 10 of the Land Development Code, Relating to Accessory Dwelling Units

County Administrator Long introduced this item. He stated it requests the Board conduct the first of two public hearings to consider adopting an Ordinance amending the Definitions and Accessory Uses Sections of the Land Development Code (LDC) for Accessory Dwelling Units (ADUs) to improve access to affordable housing and support infill development. The proposed Ordinance eliminates lot size restrictions in Lake Protection and Residential Preservation zoning districts and enables property owners of smaller homes to build an ADU.

- Vice-Chair Cummings discussed correspondence related to accessory dwelling units, expressing gratitude for the information provided by staff that outlined the requirements in various counties. She raised concerns about the capacity of sewage and septic tanks, indicating a potential issue with the infrastructure's ability to handle increased demand resulting from changes to accessory dwelling unit regulations.

- Barry Wilcox, Director of DSEM, if they do not have adequate facilities, whether septic tank or connection to the municipal sewer, they will not issue a permit for an ADU. He confirmed that the County Health Department reviews the permit applications, including capacity.

Commissioner Minor moved, seconded by Commissioner Caban, to approve Option #1: Conduct the first of two public hearings to consider adopting an Ordinance amending the Definitions and Accessory Uses Sections of Chapter 10 of the Land Development Code relating to Accessory Dwelling Units, and schedule the second and final public hearing for November 14, 2023, at 6:00 p.m.

The motion carried 7-0.

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

None.

COMMENTS/DISCUSSION ITEMS

County Attorney O'Steen:

No comments.

County Administrator Long:

No comments.

COMMISSIONER DISCUSSION ITEMS

Commissioner Proctor:

- He noted recent automobile accidents at Bragg Dr. and S. Adam Street. He recognized that this area is in the City's jurisdiction, and he asked if they could please notify the City that those bushes need to be cut down so they can see when turning out in the street.

- Noted Mr. Sims' comment about tree removal. He would like to see the Commission set a similar standard and a tree policy. He would like the Commission to look at these intersections and cut those trees. He pointed out the importance of making this a crucial outlook for the City of Tallahassee. He would like staff to bring back an overview of areas to be cleaned in the County.

- Asked for the need for a municipal conference at the Fairgrounds property.

- Wished a happy birthday to his mother.

Commissioner Proctor moved, seconded by Commissioner O'Keefe, to direct staff to provide an agenda item regarding the removal of brush and ensuring clear sightlines at intersections.

The motion passed 7-0.

Commissioner Welch:

- Requested a proclamation recognizing the renaming of the Northeast Library in honor of former Commissioner Bruce Host, to be presented at the renaming in November.

- He made an open invitation for the Northtown Getdown on Friday, October 13th at Bannerman Crossings.

- He thanked the Girls Scouts Troop 224; he attended their democracy badge activity.

Commissioner Welch moved, seconded by Chair Maddox, to approve a proclamation recognizing the renaming of the Northeast Library in honor of former Commissioner Bruce Host.

The motion carried 6-0, Commissioner Proctor was out of chambers.

Commissioner O'Keefe:

No comments.

Commissioner Minor:

- Requested for the record to reflect that he voted in approval with the majority regarding Item #21 because he was out of Chambers.

- Thanked staff and the Planning Department for all their work in the recent charettes held at North Monroe.

- Asked for approval on adding a legislative propriety to the legislative workshop for discussion.

- Commented on the recent terrorist attacks in Israel. He shared that the community provides full support to the Jewish community.

Commissioner Minor moved, seconded by Vice-Chair Cummings, to approve adding a Legislative Priority to the County's 2024 Legislative Priority List for the appropriation request of $950,000 for the Florida African American Heritage Preservation Network.

The motion carried 6-0. (Commissioner Proctor out of Chambers).

Commissioner Caban:

- Thanked FDOT Secretary Gainer for his support of projects in the County, including the Capital SW to Crawfordville Rd segment which was awarded $90 million.

- Thanked the Sheriff who announced Project Alliance to combat crime on Pensacola Street.

- Thanked City Commissioner Williams-Cox for being an ally in supporting this initiative.

- Recalled the Blueprint meeting in August about restructuring Blueprint. He requested an agenda item for the County to come back about the current structure. He shared his concern regarding the Airport Gateway, he believes it's very ambiguous. He stated they need a simple majority to increase the funding by $40 million dollars but need a super majority to scale back the scope of the project. He made a motion for an agenda item to come back in December to direct the County Attorney to look through the agreement and the current structure.

Commissioner Caban moved, seconded by Commissioner Proctor.

Vice-Chair Cummings asked for clarification on the motion.

Commissioner Caban stated that he is just looking at the structure of Blueprint.

Commissioner O'Keefe suggested to prevent having an 8-hour meeting about anything touching Blueprint to narrow the scope.

Commissioner Caban asked the County Attorney if she would have enough time to look at the documents.

County Attorney O'Steen wanted the Board to understand the scope of what will have to be reviewed be dictated by the parameters set by the Board and confirmed that any changes to the Blueprint Interlocal Agreement would need to be approved by both the County and City Commissions and asked for the scope of the review for the agenda item.

Chair Maddox spoke against the motion. He stated if they were to investigate this, Commissioner Caban should ask for a Blueprint workshop. He stated that the voters voted in a way, anything they add to it, needs this majority. He thought that there is a lot of discussion at the County and the City, and we should come together and discuss to get some real movement started. He thought that if most of the Board and the City said yes, he believes that discussion could be a long one in terms of history, and structure. He thought the correct place to have this discussion was at the Blueprint meeting.

Commissioner Caban disagreed with Chair Maddox's comments. He stated that he believes that this is a County issue and should be discussed at the County and have more flexibility. The conversation is not about removing those projects. He stated that the Blueprint staff reports to two different governments, and he believes that is a very inefficient method to operate. He wanted the Commission to come back and discuss, and that it should be a long discussion.

County Administrator Long suggested a multi-step review starting with an overview agenda item on the structure and governance of the Blueprint Intergovernmental Agency for the Board's consideration to help refine its policy objectives and provide further direction.

Chair Maddox asked the process to change anything when it comes to Blueprint.

County Attorney O'Steen stated that modifying an interlocal agreement is not a Blueprint vote; it is a City and County vote.

Commissioner Proctor stated that he and Chair Maddox have a lot of years, combined with 40 years of experience. He is open to hearing Commissioner Caban's way of doing things. He stated that not all civic literacy is the same. It concerns him that they don't have the volume to represent them in the Blueprint workshop. He stated the Commission is on the outside looking in. He stated that Commissioner Caban is asking for a different look at the process, and maybe they can get a different outlook. He is willing to sit back and hear and treat everyone's voice and to reexamine the Commission's method. He doesn't want to inflame anyone personally. He stated that sometimes he is confused.

Chair Maddox stated he doesn't disagree with Commissioner Caban, he stated it's the way we are going about obtaining this information. He mentioned these meetings could go back and forth. He wants one discussion, one vote and go back to our respective chambers. He stated once we go through the process and go through these things, he is open to a change in opinion. He believes it is time wasted to have a full discussion. He wanted to invite the City to a City/County workshop and everything that is discussed becomes ratified by City and County. He doesn't agree with the things that we are trying to change; he can't agree with the way things are going.

Commissioner Minor stated he believed that they should have a workshop on Blueprint as he did have issues over Blueprint as well. He believed what he is asking would be a large task for the County Attorney and to provide information on what she thinks they

want to hear. He made a motion for an agenda item to come back and review it as a group.

Commissioner Caban stated he wanted to get feedback from this Board, and he believed they have the team to look at the material and bring back the information within 2 months. He believed there are four members of the body that are frustrated with the current structure of Blueprint.

Chair Maddox made a substitute motion to send a letter to the City to request a joint workshop meeting to discuss the structure, policies of Blueprint, and proposed changes. He clarified that he does not want to have a separate conversation about this matter without the City. Commissioner O'Keefe seconded the motion.

Vice-Chair Cummings stated that she disagrees with the whole Commission. She believed that they should get direction before the next Blueprint meeting. She doesn't believe asking the County Attorney for direction is exclusive to them. She doesn't want it to be an "us vs them" thing, she was concerned because she is the Chair of Blueprint. She believes they should use the resources of the County Attorney and then sit in Blueprint as a body, not separately. She supported the motion but did not agree with sending a letter to the City to ask their opinion.

Commissioner Caban stated he was okay with the joint workshop,inviting the City and letting the County Attorney investigate the documents, but wanted the Board to meet and discuss prior to the workshop.

Vice-Chair Cummings stated she did not believe the County should invite the City to a workshop.

County Attorney O'Steen stated she needed direction from the Board about the scope of the review. She asked if she should look into the interlocal agreements or structure. She clarified that she would not be giving recommendations based on her opinions. She would be reviewing all documentation and letting the Commission decide.

Commissioner O'Keefe stated that local citizens don't all follow politics, but they all know Blueprint. He stated he would like to give the Blueprint's Board an opportunity to look at all this. He asked the County Administrator when the last time was the IMC spoke to the Board at Blueprint.

County Administrator Long stated they have a dedicated staff with the intention to carry out these projects.

Commissioner O'Keefe stated he wanted to do this in the way that works and what's best for the commission. He stated he was convinced by Vice-Chair Cummings' comments and rescinded his second on the substitute motion.

Chair Maddox clarified that what matters is what happens between the City and the County government and in order to make any changes it has to be approved first by the City and the County. He explained that in a joint workshop, it allows both Commissions to discuss the issues, and the County Attorney to be there.

Vice-Chair Cummings expressed her concern that the board would become divisive. She wants the commission to be a more cohesive body.

Commissioner Welch agreed with Chair Maddox because he understood the process well. He believed the County Attorney could do an analysis of the Blueprint organization. He agreed with a joint workshop.

Commissioner Minor would like to add an omnibus agenda item to come back followed by the status report from the County Attorney.

Chair Maddox stated the omnibus would come back at the next meeting because the workshop may not happen until 2024 while waiting on communication from the City.

Commissioner Minor thanked the Blueprint team for all their work.

Commissioner Caban moved, seconded by Commissioner Proctor, to direct staff to bring back an agenda item providing an overview of the Blueprint Intergovernmental Agency's organizational structure and governance for the Board's November meeting, invite the City Commission to a joint workshop on Blueprint's organizational and governance structure, and direct the County Attorney to provide an analysis of the current structure, governance, and substantial amendment process for the joint workshop.

The motion carried 7-0.

Vice-Chair Cummings:

- Requested a proclamation recognizing the 80th birthday of Rev. Ernest Ferrell, past Executive Director of the Urban League, to be presented at his celebration, and authorization for a $500 sponsorship for a table of 8 at this upcoming birthday celebration on October 22, 2023, at the Donald Tucker Civic Center.

- She thanked County Administrator Long and staff because month after month, they provide details for the Commission.

Vice-Chair Cummings moved, seconded by Commissioner Minor, to approve a proclamation recognizing the 80th birthday of Rev. Ernest Ferrell, past Executive Director of the Urban League, to be presented at his celebration; and authorization for a $500 sponsorship for a table of 8 at this upcoming birthday celebration on October 22, 2023, at the Donald Tucker Civic Center.

The motion carried 7-0.

Chair Maddox:

- Requested a proclamation recognizing Veteran Dennis O. Baker, retired U.S. Navy, and Veteran Henry Lowery Jr., retired U.S. Marine Corps, to be presented at the Operation Thank You Breakfast.

Commissioner Welch moved, seconded by Vice-Chair Cummings, to approve proclamations recognizing Veteran Dennis O. Baker, retired U.S. Navy, and Veteran Henry Lowery Jr., retired U.S. Marine Corps.

The motion carried 6-0; Commissioner Proctor out of Chambers.

RECEIPT AND FILE:

- Children's Services Council of Leon County Resolution Establishing the Final FY 2024 Millage Rate
- Children's Services Council of Leon County Resolution Adopting the Final FY 2024 Budget

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 7:25 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Carolyn D. Cummings, Chair
Board of County Commissioners

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

DRAFT

Leon County
Board of County Commissioners

Notes for Agenda Item #2

Leon County Board of County Commissioners

Agenda Item #2

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship Roshaunda Bradley, Budget Director
Lead Staff/ Project Team:	Shawnya Hernandez, Management Analyst

Statement of Issue:

This item requests Board approval of the payment of bills and vouchers submitted for December 12, 2023, and pre-approval of payment of bills and vouchers for the period of December 13, 2023 through January 22, 2024.

Fiscal Impact:

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

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for December 12, 2023 and the pre-approval of payment of bills and vouchers for the period of December 13, 2023 through January 22, 2024.

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the December 12th meeting, the morning of Monday, December 11, 2023. If, for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Analysis:

Due to the Board not holding a regular meeting until January 23, 2024, it is advisable for the Board to pre-approve payment of the County's bills for December 13, 2023 through January 22, 2024 so that vendors and service providers will not experience hardship because of delays in payment. In the event the Board meeting is cancelled, the payment of bills/vouchers will be approved until the next scheduled meeting. OMB will continue to review the printouts prior to payment; if for any reason OMB questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Options:

1. Approve the payment of bills and vouchers submitted for December 12, 2023 and the pre-approval of payment of bills and vouchers for the period of December 13, 2023 through January 22, 2024.
2. Do not approve the payment of bills and vouchers submitted for December 12, 2023 and the pre-approval of payment of bills and vouchers for the period of December 13, 2023 through January 22, 2024
3. Board direction.

Recommendation:

Option #1

Leon County
Board of County Commissioners

Notes for Agenda Item #3

Leon County Board of County Commissioners

Agenda Item #3

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Board Actions Taken at the November 28, 2023 Workshop on Human Services and the Community Human Services Partnership

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Shington Lamy, Assistant County Administrator
Lead Staff/ Project Team:	Abigail Sanders, Health and Human Services Manager

Statement of Issue:

This item seeks ratification of the Board's preliminary actions taken at the November 28, 2023 Workshop on Human Services and the Community Human Services Partnership.

Fiscal Impact:

This item has no fiscal impact. However, the Board provided policy guidance for the development of the FY 2025 budget which may be refined at the January meeting when staff brings back the additional information requested by the Board.

Staff Recommendation:

Option #1: Ratify the preliminary actions taken at the November 28, 2023 Workshop on Human Services and the Community Human Services Partnership.

Report and Discussion

Background:

This item seeks ratification of the Board's preliminary actions taken at the November 28, 2023 Workshop on Human Services and the Community Human Services Partnership.

This workshop item advances the following FY2022-FY2026 Strategic Initiatives:

- *Work with the City of Tallahassee, FSU Askew School, and human service agencies to utilize and refine the Community Human Services Partnership (CHSP) Outcome Measures to ensure that the CHSP continues to address the highest human service needs in the community. (2023-21)*
- *Partner with the Children's Services Council of Leon County on opportunities to collaborate and coordinate on the funding, program delivery, program evaluation, and outcome measures for children and family services. (2022-29)*
- *Work with the City of Tallahassee on the development and implementation of the Neighborhood First Program to engage residents and develop plans to address poverty and inequity in targeted neighborhoods including 32304. (2022-33)*

These particular Strategic Initiatives align with the Board's Quality of Life Strategic Priority:

- *(Q4) Support and promote access to basic healthcare, mental health, affordable housing, and homeless prevention services to our community members most in need.*

Analysis:

As requested by the Board, the Workshop on Human Services and the Community Human Services Partnership (CHSP) was held on November 28, 2023. During the Workshop, a presentation was provided to the Board which commenced with the County's unwavering commitment to human services as demonstrated in the annual investment of $10.25 million which represents approximately 3% of the County's budget. The presentation also included an overview of CHSP, the CHSP process and a summary of the FY 2023 performance metrics results, and the impact of the establishment of the Children's Services Council of Leon County (CSC) to the local human services system.

Subsequently, recommendations were presented to the Board to better position the County and CHSP in addressing the human service needs of the community through enhancement of CHSP, strategic investments and strengthened partnerships. These proposals included the realignment of CHSP Human Service Categories, the establishment of line-item funding for emergency homeless shelters, and a strengthened partnership with 2-1-1 Big Bend.

Following the presentation, the Board approved the following recommendations, as amended:

1. Accept the report on human services in Leon County and the CHSP.

2. Direct staff to bring back an agenda item for the January 23, 2024 Board meeting to include the following:

    a. An analysis on the impact of the proposed realignment of the current human services categories in CHSP to the funded partner agencies and include a transition plan prepared by County staff on available funding opportunities through the CSC.

    b. An analysis of the CSC funding process.

    c. Comments from agencies about the proposed realignment of human services categories.

    There was considerable Board discussion regarding the realignment of the current human services categories to no longer fund children, youth, and family programs due to the establishment of the CSC and availability of a dedicated funding source to support these services. Several Commissioners sought clarification as to whether the realignment of County funding would violate section 125.901(8), Florida Statutes, which references the intent of the Legislature that the funds collected pursuant to the statute "shall be used to support improvements in children's services and that such funds shall not be used as a substitute for existing resources or for resources that would otherwise be available for children's services."

    The County Attorney referenced a memorandum from counsel for the CSC which interpretated that provision to be "the equivalent of a non-supplantation requirement for the funding awarded by councils to community service providers." The memorandum therefore concluded, in part, that "[as] in the federal grant context, failure of a CSC Leon funding recipient to demonstrate compliance with the non-supplantation requirement would disqualify the recipient from eligibility for future grant awards and/or result in the recapture of awarded funds back to CSC Leon." Additionally, the County Attorney opined that section 125.901(8), Florida Statutes, does not govern whether the County has the discretion to fund children, youth, and family programs, and that the County has the discretion to decide whether to fund such programs and any such amount. Further, section 125.901(1)(c), Florida Statutes, provides that nothing in subsection 125.901(1), which authorizes the creation of children's services independent special districts such as the CSC, prohibits a county from exercising such power as is provided by general or special law to provide children's services or to create a special district to provide such services. Accordingly, a decision by the County related to the provision and funding of such services is discretionary.

    Chair Cummings, who serves on the CSC stated that she would request an opinion from the counsel for the CSC specifically regarding concerns for the substitution or supplantation of CSC funds if funding for children, youth, and family programs were decreased or eliminated through CHSP. Should it be available, the opinion issued by the counsel for the CSC would be provided to the Board for informational purposes as part of the January 23, 2024 agenda materials.

In preparation for the January 23, 2024 item requested by the Board, a series of meetings will be conducted with CHSP agencies in coordination with the City of Tallahassee (City) and CSC to gather feedback and input on the proposed realignment of the human services categories. Additionally, County staff will present at and participate in the December 21st CSC Council meeting to discuss the proposed realignment of the human services categories and the CSC's funding process, as well as further discussions on the opportunity to collaborate and coordinate on homelessness and the 2-1-1 Big Bend partnership.

3. Approve the establishment of a subcategory in the CHSP Homeless Services Category for the line-item funding of emergency homeless shelters services, and direct staff to provide options for appropriate funding levels in coordination with the City and CSC as part of the FY 2025 budget process.

4. Approve the establishment of an annual outside agency line-item funding to 2-1-1 Big Bend for the 24-hour Helpline and Lyft Transportation Program, and direct staff to provide options for funding levels in coordination with the City and CSC as part of the FY 2025 budget process with a target of $75,000; provide a status report on the Lyft Transportation Program that includes data on trips from the unincorporated and rural areas; and work with 2-1-1 Big Bend to coordinate the Lyft Transportation Program with the City's StarMetro Department and the Transportation Disadvantaged Program.

5. Direct staff to evaluate the feasibility of a Community Information Exchange (CIE) in partnership with 2-1-1 Big Bend, the City, CSC, United Partners for Human Services, United Way of the Big Bend and other local stakeholders to improve the efficiency, response, and effectiveness of the delivery of human services. A status report will be provided within the next 12 to 18 months with updates on the feasibility of a CIE.

The actions taken by the Board during the Workshop will better position the County to address the human service needs in continued coordination with the City and CSC to address homelessness and enhance access to human services in partnership with 2-1-1 Big Bend. As requested by the Board, additional information, analysis, partner feedback and input will be provided in an agenda item for the January 23, 2023 meeting.

Options:

1. Ratify the preliminary actions taken at the November 28, 2023 Workshop on Human Services and the Community Human Services Partnership.
2. Do not ratify the preliminary actions taken at the November 28, 2023 Workshop on Human Services and the Community Human Services Partnership.
3. Board direction.

Recommendation:

Option #1

Leon County
Board of County Commissioners

Notes for Agenda Item #4

Leon County Board of County Commissioners

Agenda Item #4

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator



Title: Commissioner Appointments to the Library Advisory Board

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Mary Smach, Agenda Coordinator

Statement of Issue:

This item seeks Board ratification of the appointment of citizens to the Library Advisory Board made by individual Commissioners.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Ratify Commissioner Caban's appointment of a citizen, Elizabeth Jackson, to the Library Advisory Board for a two-year term ending December 31, 2025.

Option #2 Ratify Commissioner Minor's reappointment of a citizen, David Low, to the Library Advisory Board for a two-year term ending December 31, 2025.

Option #3: Ratify Commissioner Cumming's reappointment of a citizen, Patricia Singletary, to the Library Advisory Board for a two-year term ending December 31, 2025.

Report and Discussion

Background:

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

Analysis:

Library Advisory Board (LAB)

Purpose: This Board serves as a forum for community input concerning library programs and activities and as a liaison and advocate for the Library.

Composition: There are 12 total members. Seven (7) at-large members are appointed by the Board with each Commissioner making one appointment; and five (5) ex officio members including a member of the Collins family; the President of the Friends of the LeRoy Collins-Leon County Public Library; the Director of the FSU Florida Center for Reading Research, or designee; the Dean of FAMU's College of Education, or designee; and the Developer of Instruction Technology for Leon County Public Schools, or designee.

At-large members serve two-year terms, expiring December 31. Members may not serve more than three consecutive full terms, and vacancies are filled for the remainder of the unexpired term.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
12	0	Female – 10 Male - 2	White - 6 Black - 4 Asian - 1 Hispanic - 1

Vacancies: The terms of members Cheron Davis, David Low and Patricia Singletary are due to expire on December 31, 2023. Dr. Davis, Mr. Low and Ms. Singletary are seeking reappointment. Mr. Low and Ms. Singletary's applications and meeting attendance records are included as Attachments #2 and #3. The Commissioners have reviewed the eligible applications and have selected the applicants as listed in Table #1.

Table #1: Library Advisory Committee

Vacancy *Term Status*	**Term Expiration**	**Selected Eligible Applicants** **(Application Attachment #)**	**Gender-Race**	**Recommended Action**
Cheron Davis *served 1 term* *Seeking reappointment*	12/31/2023	1. Elizabeth Jackson	Female – White	Ratify Commissioner Caban's appointment for a two-year term ending December 31, 2025.
David Low *served 1 partial term* *Seeking reappointment*	12/31/2023	2. David Low	Male – Asian	Ratify Commissioner Minor's reappointment for a two-year term ending December 31, 2025.
Patricia Singletary *served 1 partial term* *Seeking reappointment*	12/31/2023	3. Patricia Singletary	Female – Hispanic	Ratify Commissioner Cummings' reappointment for a two-year term ending December 31, 2025.

Options:

1. Ratify Commissioner Caban's appointment of a citizen, Elizabeth Jackson, to the Library Advisory Board for a two-year term ending December 31, 2025.
2. Ratify Commissioner Minor's reappointment of a citizen, David Low, to the Library Advisory Board for a two-year term ending December 31, 2025.
3. Ratify Commissioner Cumming's reappointment of a citizen, Patricia Singletary, to the Library Advisory Board for a two-year term ending December 31, 2025.
4. Board direction.

Recommendation:

Options #1 through #3

Attachments:

1. Jackson application and resume
2. Low application and resume
3. Singletary application, resume and attendance

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LIBRARY ADVISORY BOARD

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mrs. Elizabeth Button Jackson | **Date:** 10/24/2023 8:28:36 AM

Home Address:	5659 Tecumseh Drive Tallahassee, FL 32312	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 339-2324	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	bethbuttonjackson@gmail.com	**How many years have you lived in Leon County?**	21

(EMPLOYMENT INFORMATION)

Employer:	WestEd	**Work Address:**	
Occupation:	Program Specialist		
Work/Other Phone:		**Work Email:**	

(OPTIONAL)

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

Race: White **Gender:** F **Age:** 41

District: District IV **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Meghann Van Hise	**Name:**	
Address:	2916 Huntington Drive Tallahassee, FL 32308	**Address:**	
Phone:	(904) 226-7573	**Phone:**	

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *No*

Your application will only be considered if you have completed the online orientation.

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members on this committee must be a resident of Leon County.

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

Signature: *Mrs. Elizabeth Button Jackson*

The application was electronically sent: 10/24/2023 8:28:36 AM

Elizabeth Button Jackson

WestEd, 1000 G Street, Suite 500, Sacramento, CA 95814

SUMMARY OF RELATED EXPERIENCE

Beth Jackson is a Program Associate II at WestEd. Beth has served the principal of various schools in Tallahassee, Florida. She began her career in education as a middle school science teacher and also taught high school biology and Advanced Placement Environmental Science. Beth loves teaching and learning.

EDUCATION

2019 Education Specialist, Policy, Administrative and Leadership Studies, University of West Florida

2012 MA, Educational Leadership, University of West Florida

2003 BS, Biological Sciences, Florida State University

PROFESSIONAL EXPERIENCE

2022–Present
Program Associate II – School Improvement, Quality Schools & Districts
WestEd, Tallahassee, FL

- Support colleagues and clients with the Four Domains CALL survey
- Contribute to development and track progress to ensure smooth, timely workflow among collaborating WestEd staff, participants, clients
- Facilitate and document internal and external project communications

2020-2022
Principal
Hawks Rise Elementary School, Tallahassee, FL

2016-2020
Assistant Principal: Curriculum, Discipline, Attendance, and Management
Hawks Rise Elementary School, Tallahassee, FL

2012-2016
Administrator of Title 1 Charter School: Curriculum, Discipline, Attendance, and Management
Woodville Middle School, Tallahassee, FL

2012-2013
Testing, Research, & Evaluation
Leon County Schools, Tallahassee, FL

2010-2012
Science Teacher: Biology, AP Environmental
Lincoln High School, Tallahassee, FL

2009-2010
Biology Teacher
Florida State University, Tallahassee, FL

2004-2009
Science Teacher: Life Science, Earth Space Science, Physical Science
Swift Creek Middle School, Tallahassee, FL

2003-2004
Science Teacher: Life Science, Earth Space Science, Physical Science
Betton Hills Preparatory School, Tallahassee, FL

2000-2003
After School Teacher
Trinity Catholic School, Tallahassee, FL

SELECTED PROFESSIONAL AWARDS

- Teacher of the Year, Swift Creek Middle School (2007-2008)

From: Beth Jackson
To: Mary Smach
Subject: Re: LAB Application Incomplete
Date: Thursday, October 26, 2023 3:14:35 PM

EXTERNAL MESSAGE: Carefully consider before opening attachments or links.

Thank you for following up. I have viewed the orientation.

Enjoy the rest of your Thursday.
Beth

On Oct 25, 2023, at 4:59 PM, Mary Smach <SmachM@leoncountyfl.gov> wrote:

Dear Beth Jackson,

Thank you for your interest in serving on a citizen committee. Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community.

We received your application for the Library Advisory Board (LAB). Your application indicates that you did not complete the online committee orientation. Please complete the orientation and let me know that you have done so by return email.

We will forward your application, once completed ,to the appropriate personnel, and will keep your application on file for a period of two years.

If I can be of any further assistance please feel free to contact me.

Regards,

<image001.png>

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

People Focused. Performance Driven.

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

<Jackson appl & res -2023 10 24.pdf>

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LIBRARY ADVISORY BOARD

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mr. David Gow Low | **Date:** 9/12/2023 9:19:44 AM

Home Address:	9801 Waters Meet Drive Tallahassee, FL 32312	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 570-4805	**Do you own property in the Tallahassee City Limits?**	No
Primary Email:	dlow@maclay.org	**How many years have you lived in Leon County?**	20

(EMPLOYMENT INFORMATION)

Employer:	Maclay School	**Work Address:**	3737 North Meridian Road Tallahassee, FL 32312
Occupation:	Library Director		
Work/Other Phone:	(850) 894-0816	**Work Email:**	dlow@maclay.org

(OPTIONAL)

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

Race: Asian **Gender:** M **Age:** 37

District: District III **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Frank McKeown	**Name:**	Charles Beamer
Address:	3737 North Meridian Road	**Address:**	3737 North Meridian Road
Phone:	(850) 907-1401	**Phone:**	(850) 893-6545

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *Yes*

If yes, on what Committee(s) are you a member? *Library Advisory Board*

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

If Yes, on what Committee(s) have you served? *Library Advisory Board*

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members on this committee must be a resident of Leon County.

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

Signature: *Mr. David Gow Low*

The application was electronically sent: 9/12/2023 9:19:44 AM

David G. Low

9801 Waters Meet Drive Tallahassee, FL 32312
Phone (850) 570-4805 Email: dlow@maclay.org

Experience

Maclay School Tallahassee, FL 2018 - Present

- Library Director – Oversee and develop the campus library, which includes managing the budget, implementing programs, managing the library collection, and working with students, teachers, and administration to provide reading and information services in line with school goals
- Work with all grade levels, from PreK-3 to 12th grade
- Videography and livestreaming of on-campus events. Produce School News shows in all divisions. Teach DIS Video Production classes.

Leon County Public Library Tallahassee, FL 2016 – 2018

- Information Professional (LeRoy Collins Main Library) – developed and maintained library collection, provided educational programming, staffed reference service desks.

Alachua County Library District Gainesville, FL 2011 – 2016

- Librarian (Hawthorne and Millhopper Branches, 2012 - 2016) - provided educational programming for adults, teens, and children. Supervised staff in daily operation of library. Staffed reference and circulation desks, and provided online reference services.
- Head of children's department for the Millhopper Branch. Conducted reports and analyzed statistics toimprove library services.
- Library Specialist (Headquarters, 2012) - provided educational programming for teens. Oversaw teen volunteer program. Staffed reference desks. Created promotional materials. Library Page (Alachua Branch, 2011) - shelved and labeled library items.

University of Florida, College of Agriculture Gainesville, FL 2011

- Research Assistant – aided doctoral and post-doctoral students in a genetic study of the common bean plant. Performed work with plants in the field and in the lab. Maintained database of findings.

Independent Florida Alligator Gainesville, FL 2005-2009

- Freelance editor, entertainment editor, and online editor of the nation's largest student-run newspaper. Directed writers, delegated beats, edited for grammar and style, and budgeted and designed sections on deadline in a newsroom environment.
- Regularly contributed as a reporter, writer, and columnist.

Education

Florida State University, School of Library and Information Studies Aug. 2011- May 2013

- Master's of Library and Information Studies focusing on technology and youth services librarianship.

University of Florida, College of Education 2010-2011

- Master's in Education with focus on English, reading, and technology.

University of Florida, College of Journalism and Communications 2005-2009

- Bachelor of Science in journalism with a concentration in reporting and editing.
- Minors in English, film studies, and environmental horticulture

Maclay School Class of 2005

Library Advisory Board 2023 Attendance

	January	February	March	April	May	June	July	August	September	October	November	December
Cheron Davis	O	X	X	O	X			O	X	X		
David Low	X	X	X	X	X	X		O	X	X		
Erin Ballas	X	O	O+	O+	O			O	X	O		
Jane Aurell	O	X	X	O+	X	X		X	X	O+		
Kathleen Malloy	X	X	X	O	X			X	X	O		
Kiosha Forston			X	X	X			O	X	X		
Kristen Kirk									X	X		
Lakeisha Johnson	X	X	X	X	O+	O		O	O	O		
Lisa Harvey, Friends Pres.	X	X	X	X	X	X		X	X	X		
Patricia Singletary		X	X	X	X	X		X	X	O		
Richard Murphy	O	O	O	O								
Sarah Price	O	O	O	X	O	X		O	X	O		
Warren Davis	X	X	X	X	X	X		X	X	X		

X=Attend
O = Out
O+ = excused

June, special meeting for challenged material
No meeting in July

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LIBRARY ADVISORY BOARD

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Ms. Patricia Singletary

Date: 9/27/2023 3:29:22 PM

Home Address:	1231 N Bronough St Apt 2 Tallahassee, FL 32303	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	No
Home Phone:	(850) 339-5741	**Do you own property in the Tallahassee City Limits?**	No
Primary Email:	psingletary0227@gmail.com	**How many years have you lived in Leon County?**	26

(EMPLOYMENT INFORMATION)

Employer:	State of Florida	**Work Address:**	
Occupation:	Arts Consultant		
Work/Other Phone:	(850) 245-6475	**Work Email:**	

(OPTIONAL)

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

Race: Hispanic or Latino **Gender:** F **Age:** 26

District: **Disabled?**

(RESUME AND REFERENCES)

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

Name:	Sandy Shaughnessy	**Name:**	
Address:	500 S Bronough St, Tallahassee, FL 32399	**Address:**	
Phone:	(850) 245-6480	**Phone:**	

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

I have served on the Library Advisory Board since January 2023 and I would like to seek reappointment. It has been such an enlightening experience and I love being able to serve my community in this way.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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Members on this committee must be a resident of Leon County.

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

Signature: *Ms. Patricia Singletary*

The application was electronically sent: 9/27/2023 3:29:22 PM

Patricia Singletary

(850) 339-5741
psingletary0227@gmail.com

EDUCATION

Florida State University, Tallahassee, FL
Bachelor of Arts in History and Women's Studies

EXPERIENCE

Florida Division of Arts and Culture, Tallahassee, FL
Arts Consultant December 2022 – Present
Grants Specialist IV September 2022 – December 2022

- Manage 150 grantees in the dance, presenter, media arts, literature, underserved cultural community development, Local Arts Agency, and state service organization categories.
- Complete desk audits, payment requests, and report evaluations for a total of $10,294,505 in grant funds.
- Provide exceptional customer service to representatives from organizations across the state, answering questions in a timely and effective manner.
- Contribute to the management of two galleries by installing and deinstalling exhibits, transporting artwork, and arranging special programs that relate to the content of the work.
- Organize monthly virtual meetings for staff from Local Arts Agencies to build community, network, and learn from special guests.
- Recruit forty-nine professionals from across disciplines to serve as volunteer panelists, communicating with them about the role's responsibilities and timeline.
- Participate in over twenty grant panel meetings and assist as needed.
- Create social media content that highlights the Division's mission and accomplishments.
- Coordinated the Black History Month Arts and Culture Festival by securing vendors and musicians, effectively marketing the event, and managing the successful transition to a new venue due to weather, resulting in a 140% increase in attendance from years past.

The Grove Museum, Tallahassee, FL
Director of Education September 2021 – September 2022
Program Coordinator September 2019 – September 2021
Museum Educator and Collections Assistant August 2018 – September 2019
Education Intern January 2018 – May 2018

- Directed and created the museum's educational and interpretive programs.
- Advanced the museum's key values, goals, and strategic initiatives.
- Led guided tours on history of slavery and civil rights in Florida.
- Trained staff, interns, and volunteers to lead guided tours and discuss complicated historical topics.
- Engaged in research and scholarly activities, including collections research, exhibition development, primary source analysis, and museum pedagogy.
- Identified and developed measurable outcomes, success criteria, and assessment tools for program and visitor experience evaluations.
- Managed intern and volunteer programs that supported positive experiences and fostered an accessible museum learning environment.
- Oversaw social media content creation that highlighted museum programs, community involvement, local ecology, history of slavery and civil rights, and accessibility of the space.
- Assisted with the museum's collections care and management activities.
- Led the transition to an all-virtual visitor experience through social media content creation, organizing virtual tours for more than four thousand K-12 and college students, and the execution of over fifty virtual programs during a fourteen-month closure period.
- Facilitated the adaptation of an on-site spring internship program into an all-virtual experience and created a new remote internship program for subsequent academic semesters, serving fourteen students.
- Created Handmade History, a dialogue-based program on women's history that prioritizes engagement through crafting and conversation.

National Baseball Hall of Fame and Museum, Cooperstown, NY
Frank and Peggy Steele Internship Program – Public Programs June 2018 – August 2018

- Led ten to fifteen museum programs per week on different aspects of baseball history.
- Created a women's history tour and an interactive activity that highlighted artifacts related to women's experiences in the sport.

Institute on World War II and the Human Experience, Tallahassee, FL
Archival Intern May 2017 – December 2017

- Catalogued the Charlotte D. Mansfield collection, which included documents and photographs related to her service during World War II.

VOLUNTEER EXPERIENCE

LeRoy Collins Leon County Public Library System
Advisory Board Member January 2023 – Present

- Provide input concerning the County's library programs and activities.

Council on Culture and the Arts
Grant Panelist January 2023

- Evaluated and scored twenty-seven applications to the COCA Cultural Grant Program, providing tailored feedback and commentary on each submission.

Tallahassee Emerging Museum Professionals, Tallahassee, FL March 2019 – September 2022
Co-President

- Facilitated collaboration in the local museum and arts community by hosting networking and professional development events that focusd on diversity, equity, access, and inclusion practices.

CONFERENCES / WORKSHOPS

National Council on Public History - The Presence and Persistence of Stories March 2021
Working Group Discussant: Building Equitable Remote Internships

- Collaborated with group facilitators and discussants to write recommendations for building equitable remote internship programs at museums focused on promoting communication and facilitating virtual relationships.

National Museum of African American History and Culture May 2022 – June 2022
Ethical Interpretation Workshop Participant

- Engaged in thirty hours of virtual learning sessions, peer-to-peer coaching, and community building activities to gain tools and techniques to develop culturally responsive interpretation.
- Analyzed the interpretation of African American history and culture utilized at six cultural and historical sites in the Washington D.C. area.
- Developed a capstone project that integrated interpretative theory and ethical practice into an intervention activity for The Grove Museum.

PUBLICATIONS

FSU ARCHON

- Charlotte D. Mansfield Collection, 08.0158, http://purl.fcla.edu/fsu/WWII_08_0158

National Baseball Hall of Fame and Museum

- Short Stops Article Series, "Madame Umpire," https://baseballhall.org/discover/short-stops/madame-umpire

AWARDS AND RECOGNITIONS

State of Florida Sunshine Awards

- Partnership Award December 2019
- Visionary Award April 2021

Library Advisory Board 2023 Attendance

	January	February	March	April	May	June	July	August	September	October	November	December
Cheron Davis	O	X	X	O	X			O	X	X		
David Low	X	X	X	X	X	X		O	X	X		
Erin Ballas	X	O	O+	O+	O			O	X	O		
Jane Aurell	O	X	X	O+	X	X		X	X	O+		
Kathleen Malloy	X	X	X	O	X			X	X	O		
Kiosha Forston			X	X	X			O	X	X		
Kristen Kirk									X	X		
Lakeisha Johnson	X	X	X	X	O+	O		O	O	O		
Lisa Harvey, Friends Pres.	X	X	X	X	X	X		X	X	X		
Patricia Singletary		X	X	X	X	X		X	X	O		
Richard Murphy	O	O	O	O								
Sarah Price	O	O	O	X	O	X		O	X	O		
Warren Davis	X	X	X	X	X	X		X	X	X		

X=Attend
O = Out
O+ = excused

June, special meeting for challenged material
No meeting in July

Posted December 4, 2023

Leon County
Board of County Commissioners

Notes for Agenda Item #5

Leon County Board of County Commissioners

Agenda Item #5

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Request to Schedule the First and Only Public Hearing to Consider a Ninth Amendment to the Southwood Development of Regional Impact Integrated Development Order for January 23, 2024

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Barry Wilcox, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Ryan Guffey, Concurrency Management Planner

Statement of Issue:

This item seeks approval to schedule the first and only public hearing to consider a ninth amendment to the Southwood Development of Regional Impact Integrated Development Order, which requires approval from both County and City Commissions. The proposed amendment would allow a Medium Density Residential land use on a parcel located southwest of the intersection of Tram Road and Capital Circle, allowing for a total of 252 multi-family units on a 30-acre parcel located inside the limits of the City of Tallahassee.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Schedule the first and only public hearing to consider a ninth amendment to the Southwood Development of Regional Impact Integrated Development Order (Attachment #1) for January 23, 2024 at 6:00 p.m.

Report and Discussion

Background:

This item seeks approval to schedule the first and only public hearing to consider a ninth amendment to the Southwood Integrated Development Order (DO). On October 4, 2023, the County received an application on behalf of Solitude Apartments, LLC (the "Applicant") to amend the Southwood Development of Regional Impact (DRI) (Attachment #1). The proposed amendment would allow a Medium Density Residential land use on a parcel located southwest of the intersection of Tram Road and Capital Circle, allowing for a total of 252 multi-family units on a 30-acre parcel located inside the limits of the City of Tallahassee. This public hearing is **quasi-judicial** in nature. Legal considerations for quasi-judicial hearings are provided in the Analysis section of this item.

Southwood is a 3,222-acre mixed-use development located in the City of Tallahassee. Due to the size and scope of the Southwood development, it was originally approved as a DRI in accordance with Chapter 380, Florida Statutes. The Southwood DRI Integrated Development Order (DRI-DO) was adopted by the City and County in 1999 due to the DRI being located within both jurisdictions. Although a majority of the DRI has been annexed into the City, there are three (3) parcels within the Southwood DRI that remain in unincorporated Leon County. The DRI-DO, adopted by both the City and County, governs the Southwood DRI. A DRI-DO outlines the development program for the project and identifies required improvements intended to mitigate the development's regional impacts.

Property owners can request a change to the DRI-DO provided the change is limited to their property. A change that would impact the entire Southwood DRI would require the concurrence of St. Joe Corporation as well as any other property owners as it could impact their development rights. The Applicant owns the vacant parcel within the Southwood DRI-DO and intends to amend it to affect its parcel.

In 2018, Section 380.06, Florida Statutes, was amended to eliminate the DRI review process. Amendments to DRI's are no longer reviewed by the State of Florida or the Apalachee Regional Planning Council. Amendments to DRI's are strictly within the purview of the local governments in which a DRI is located. Amendments to the Southwood DRI-DO continue to require approval by both the County and the City.

This is the ninth amendment to the Southwood DRI-DO. The previous amendments are as follows:

- The first amendment was for the Independence Landing Project to serve adults with cognitive and developmental disabilities and was approved by the Board on October 23, 2018.

- The second amendment allowed a proposed 82,000 square foot addition to the Florida State University School and was approved by the Board on March 12, 2019.

- A third amendment, which consisted of a proposed 9,000 square foot addition to Creative Day Care, an additional fifteen (15) beds for Pruitt Healthcare, and a change to the DRI transportation conversion table was approved by the Board on May 14, 2019.

- The fourth amendment to re-designate a 17-acre Mixed Use Office Commercial parcel to Medium Density Residential was approved by the Board on June 18, 2019.

- The fifth amendment revised the master plan of the DRI-DO to re-designate a portion of property from MUI-1 to MUEI-5 to provide for the future home of the Tallahassee Classical School and was approved by the Board on September 17, 2019.

- A prior proposed sixth amendment by the St. Joe Corporation was withdrawn in March 2020.

- A proposed sixth amendment to allow a ½ acre of golf course property to be designated to for a single-family residence was denied by both the City and County Commissions in 2020.

- A proposed seventh amendment sought multiple changes to the Southwood DRI-DO that also required the approval of an updated stormwater master plan. The applicant decided to withdraw this amendment due to the amount of time the stormwater master plan update required. A newly updated stormwater master plan was subsequently approved by the City on June 30, 2023.

- A proposed eighth amendment included four changes to the Southwood DRI-DO: (1) a re-designation of allowable uses and entitlements in the Town Center, (2) the removal of an internal roadway denoted on the Map H (Master Plan Map), and (3) a note on Tables B-1 and B-2 that explains that the acreage totals identified are for illustrative purposes and not survey grade, and (4) an allowance for stormwater facilities on certain properties identified in the amendment (located in the Town Center). This item is scheduled for the Board's public hearing on December 12, 2023. The City Commission public hearing is scheduled for December 13, 2023.

Analysis:

The ninth proposed amendment consists of one change to the Southwood DRI-DO. This amendment would allow a Medium Density Residential (MDR) land use on a parcel located southwest of the intersection of Tram Road and Capital Circle Southeast (PID # 31-20-20-003-0000). The proposed amendment, if approved, would allow 252 multi-family units on a 30-acre parcel located inside the City of Tallahassee city limits. Leon County Concurrency Management will determine whether the proposed use generates any increased traffic impacts on roadways within the County's Concurrency Management System. This analysis will be completed at the time of site and development plan review. There is an accompanying Planned Unit Development (PUD) amendment that is currently being processed solely by the City.

This amendment includes the following proposed changes to the DRI-DO and is summarized below:

- Amending the Southwood DRI Master Development Plan (Exhibit C) to redesignate about 30+/- total acres of property from MUI-2 (Research and Development; approximately 12 acres) and MUOC-8 (Office/Commercial; approximately 18 acres) to MDR-18 (Medium Density Residential).

- Conversion of approximately 24,093 sq ft of retail commercial land use (equivalent to 202 MF units) and 31,000 sq ft of research and development square footage (equivalent to 50 MF units) to 252 total multi-family residential units to remain "trip neutral" and avoid new traffic impacts on the concurrency network. This would amend Phase 2a of the DRI-DO which pertains to the DRI phasing program (Exhibit B-2).

- Required amendment to Section 2E of the DRI-DO (which identifies the total build out of general uses within the DRI). This change would increase the overall number of residential units but would decrease the overall commercial and industrial square footage allocated within the DRI.

As stated earlier, a separate application for an eighth amendment to the Southwood DRI-DO is currently under review and is scheduled for the Board's December 12, 2023 public hearing. The ninth amendment will be required to incorporate any approvals and/or conditions associated with the previous eighth amendment.

Consistency with the Comprehensive Plan:

The Tallahassee-Leon County Planning Department has determined that the proposed change is consistent with the Tallahassee-Leon County Comprehensive Plan (Attachment #2). The Planning Department staff recommends approval of the proposed Southwood DRI-DO amendment. The Planning Commission made a recommendation to find that this amendment does not constitute a substantial deviation. Prior to 2018, a substantial deviation was defined and outlined in Florida Administrative Code and was based on the premise that a proposed DRI change meeting the criteria would create a reasonable likelihood of additional impact. Section 10-6.697 of the Leon County Land Development Code requires a recommendation by the Planning Commission on whether a change constitutes a substantial deviation and whether it is applicable with all relevant local codes.

At their November 7, 2023 public hearing, the Planning Commission made a recommendation to find that the proposed amendment did not qualify as a substantial deviation. The Planning Commission also determined that the proposed amendment is consistent with the Comprehensive Plan, meets all applicable local codes at this time, and recommended unanimous approval of the proposed ninth amendment to both the City and County Commissions.

Legal Considerations

This hearing is a quasi-judicial proceeding; therefore, members of the Board shall not initiate or knowingly engage in ex parte communications regarding this item. Ex parte communications are verbal or written communications made to a member of the Board on a matter to come before the Board by, or on behalf of, a party outside of a Board meeting, and without notice to the other parties. All ex parte communications received by a Commissioner should be forwarded to the County Attorney's Office for inclusion in the agenda materials. If a communication is not included in the agenda materials or occurs after agenda materials are distributed to the Board, the Commissioner must disclose the details of the communication at the Board meeting before the Board takes action on the matter.

Quasi-judicial hearings require due process (notice and an opportunity to be heard and cross-examine), must comport with the essential requirements of the law (consideration of the correct criteria), and require that the decision of the Board be supported by competent, substantial evidence placed on the record before the Board. "Competent substantial evidence" is that which is "sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached." *De Groot v. Sheffield*, 95 So. 2d 912, 916 (Fla. 1957). Further, evidence relied upon must be fact-based, real, material, pertinent and relevant.

Upon approval, approval with conditions, or denial of this application, a written final determination of the Board will be rendered with the Clerk to the Board.

Options:

1. Schedule the first and only public hearing to consider a ninth amendment to the Southwood Development of Regional Impact Integrated Development Order (Attachment #1) for January 23, 2024 at 6:00 p.m.
2. Do not schedule the first and only public hearing to consider a ninth amendment to the Southwood Development of Regional Impact Integrated Development Order for January 23, 2024.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Letter from Urban Catalyst Consultants Requesting a Ninth Amendment to Southwood DRI Development Order
2. Planning Department Consistency Review Memo

Urban Catalyst Consultants

Mr. Ryan Guffey, AICP CTP
Leon County DSEM
435 N. Macomb Street
Tallahassee, FL 32301

November 6, 2023

Re: Southwood DRI Amendment
Parcel ID – 31-20-20-003-0000

Dear Mr. Guffey,

On behalf of the Solitude Apartments, LLC, Urban Catalyst Consultants, Inc., is submitting an amendment to the Southwood DRI Development Order Amendment. This amendment is associated with a 30 ac +/- parcel that was recently subdivided within the Southwood Development. The parcel is located southwest of the intersection of Tram Rd. and Capital Circle SE. The parcel currently has two land uses within the property boundaries and the purpose of this amendment is to create a Medium Density Residential (MDR) land use within the Southwood PUD that would allow for a multi-family development.

MDR-18 is proposed to be a new land use within the Southwood PUD, that will allow for 252 multi-family units. These entitlements will be converted from the current MUI-2 and MUOC-8 land uses, proportionately. Attached are the revised exhibits within the Southwood DRI reflecting the conversion of the existing land uses to create the new MDR-18 land use. Concurrent with the DRI Development Order amendment is the Southwood PUD amendment which been submitted to the City for review.

Please review this submittal and let us know if you have any questions.

Best Regards,

Sean Marston, P.E.
President, Urban Catalyst Consultants, Inc.

SEVENTH AMENDED EXHIBIT B-1 TO THE INTEGRATED DEVELOPMENT ORDER (NOVEMBER 2021)SOUTHWOOD
DRI DEVELOPMENT PROGRAM

DRI LAND USES	Phase 1 (1999-2010) Acres	BU/GSF	Phase 2a (2005-2027) Acres	BU/GSF	Phase 2b (2020-2027) Acres	BU/GSF	PROJECT TOTAL Acres	BU/GSF
Residential 1)								
Single Family	455	1,048 DU	489	1,026 DU			944	2,074 DU
Multi-Family	96	777 DU	342	2,571DU			438	3,348DU
SUBTOTAL	551	1,825 DU	831	3,345 DU			1,382	5,422 DU
Commercial (Wholesale, Retail & Service) (2)	149	287,000 GSF	173	456,635 GSF	197	12,502 GFS	519	756,137 GSF
Office (2)	130	500,000 GSF	173	150,000 gfs	197	1,544,117 GSF	490	2,194,117 GSF
Hotel (2)			191	162 rooms	197		388	162 rooms
Industrial			30		138	2,328,381 GSF	168	2,328,381 GSF
Educational/Institutional								
Educational	148	230,000 GFS	10	314,000 GSF	29		187	544,000 GSF
Institutional (3)								
Daycare			3	20,000 GSF			3	20,000 GSF
SUBTOTAL		230,000 GFS						564,000 GSF
Recreation & Open Space								
Central Park (4)	125						125	
Community Park (5)	195						195	
North Park			36				36	
Golf Course/Clubhouse	214						214	
Other Open Space & Buffers (6)	772		25				797	
SUBTOTAL	1306		61				1,367	
TOTALS (7)	2,125		1,003		194		3,322	

Notes:
1. Single family and multi-family residential acreages include 59 acres of Town Center. The remaining 32 acres of Town Center is included in both the Commercial and Office category.
2. Acreage identified for Office and Commercial in the original development order did not reflect the land necessary to support Office or Commercial. The mixed-use pods were always intended to be the location for Office and Commercial uses. In addition, 17,000 GSF of Commercial may be located at the Historic House overlay as a sales center.
3. Up to 31.000_GSF of Phase 1 Commercial may be converted into Phase 1 Institutional to be located in all pods except areas designated for Recreation and Open Space at a rate of 203 GSF Institutional for 100 GSF Commercial. Any conversion of Commercial to Institutional must be reported in the next required Annual Report.
4. Central Park includes 22 acres of active recreation uses and 103 acres of passive recreation/open space uses. Refer to ADA Figure 26.1.
5. Community Park includes 42 acres of active recreation uses and 153 acres of passive recreation/open space/conservation uses. Refer to ADA Figure 26.2.
6. Other Open Space and Buffers includes open space corridors throughout the project (see ADA Figure 26.1) as well as the 86 acre stormwater management facility site south of Tram Road.
7. Commercial, Office, Hotel and Industrial Acreages may include the same pods in multiple categories to reflect the wide range of allowable uses within various land uses. Refer

to exhibit B-2 for specific pod acreages.
8. Daycare use shall be included in the educational/institutional allocation.

SEVENTH AMENDED EXHIBIT B-2 TO THE INTEGRATED DEVELOPMENT ORDER (AUGUST 2023)
SOUTHWOOD DRI PHASING PROGRAM

PHASE 1

POD	LAND USE	ACREAGE[2]
LSF-6	Large Lot Residential	14
LSF-8	Large Lot Residential	27
LSF-9	Large Lot Residential	53
LSF-10	Large Lot Residential	101
	SUBTOTAL	**195**
LDR-6	Low Density Residential	23
LDR-10	Low Density Residential	53
LDR-11	Low Density Residential	23
LDR-12	Low Density Residential	27
LDR-13a	Low Density Residential	11
LDR-14	Low Density Residential	7
LDR-15	Low Density Residential	46
LDR-16	Low Density Residential	32
	SUBTOTAL	**222**
MDR-6a	Med. Density Residential	8
MDR-7	Med. Density Residential	24
MDR-8	Med. Density Residential	15
MDR-9	Med. Density Residential	5
MDR-12	Med. Density Residential	23
	SUBTOTAL	**75**
TC-1	Town Center(Mixed Use)	59
TC-2	Town Center(Mixed Use)	32
	SUBTOTAL	**91**
MUOC-2	Office/Commercial	33
MUOC-4	Office/Commercial	22
MUOC-6	Office/Commercial	29
MUOC-7	Office/Commercial	4
	SUBTOTAL	**88**
MUEI-2	Educational/Institutional	53
MUEI-3	Educational/Institutional[3]	86
MUEI-4	Educational/Institutional	9
	SUBTOTAL	**148**
REC	Community Park	42
REC	Central Park/Comm. Ctr.	22
REC	Golf Course	214
	SUBTOTAL	**278**
	DEVELOPED	**1,097**
	OPEN SPACE	**1,028**
	TOTAL	**2,125**

PHASE 2a

POD	LAND USE	ACREAGE[2]
LSF-1	Large Lot Residential	44
LSF-3	Large Lot Residential	62
LSF-5	Large Lot Residential	30
LSF-7	Large Lot Residential	32
	SUBTOTAL	**168**
LDR-1	Low Density Residential	24
LDR-2	Low Density Residential	82
LDR-3	Low Density Residential	63
LDR-4	Low Density Residential	13
LDR-5	Low Density Residential	89
LDR-7	Low Density Residential	16
LDR-8	Low Density Residential	7
LDR-9	Low Density Residential	23
LDR-13b	Low Density Residential	4
	SUBTOTAL	**321**
MDR-1	Med. Density Residential	33
MDR-3	Med. Density Residential	18
MDR-4	Med. Density Residential	21
MDR-5	Med. Density Residential	25
MDR-6b	Med. Density Residential	15
MDR-10	Med. Density Residential	20
MDR-11	Med. Density Residential	74
MDR-13	Med. Density Residential	8
MDR-14	Med. Density Residential	47
MDR-15	Med. Density Residential	13
MDR-16	Med. Density Residential	20
MDR-17	Med. Density Residential	18
MDR - 18	Med. Density Residential	30
	SUBTOTAL	**342**
TC-1[4]	Town Center(Mixed Use)	See Ph 1
TC-2[4]	Town Center(Mixed Use)	See Ph 1
	SUBTOTAL	**0**
MUOC-3	Office/Commercial	28
MUOC-5	Office/Commercial	29
MUOC-8	Office/Commercial	29
	SUBTOTAL	**86**
NVC-1	Neighborhood Village Center	10
	SUBTOTAL	**10**
MUI-1	Research & Development	68
MUI-2	Research & Development	43
MUI-3	Research & Development	57
	SUBTOTAL	**168**
MUEI-1	Educational/Institutional	29
MUEI-2[5]	Educational/Institutional	53
MUEI-3[5]	Educational/Institutional	86
MUEI-5	Educational/Institutional	10
MUEI-6	Educational/Institutional	3
	SUBTOTAL	**181**
PARK	North Park (Open Space)	36
	SUBTOTAL	**36**
	DEVELOPED[4,5]	**1,275**
	OPEN SPACE	**61**
	TOTAL	**1,336**

PHASE 2b[1]

POD	LAND USE	ACREAGE[2]
TC-1[4,6]	Town Center(Mixed Use)	See Ph 1
TC-2[4,6]	Town Center(Mixed Use)	See Ph 1
	SUBTOTAL	**0**
NVC-1[6]	Neighborhood Village Center	See Ph 2a
	SUBTOTAL	**0**
MUI-1[6]	Research & Development	See Ph 2a
MUI-3[6]	Research & Development	See Ph 2a
	SUBTOTAL	**0**
MUEI-1[6]	Educational/Institutional	See Ph 2a
	SUBTOTAL	**0**
	DEVELOPED[4, 6]	**194**
	TOTAL	**194**

Notes:

1. Prior to commencement of development of Phase 2b entitlements, an updated traffic analysis that addresses cumulative impacts of Phases 1 through 2b will be provided by the Developer to the review agencies as asubstantial deviation for review of transportation impacts only. Until such time as the Phase 2b entiltlments are sought, the lands identified as beign in phase 2b may be developed with availableentitlements from Phase 2a.
2. Acreage projections for each development pod on this table and on Map H are approximate and may vary based upon final surveyand platting.
3. Phase 1 development of MUEI-3 limited to 56,000 GSF and ancillaryathletic fields.
4. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1,and represents developer's ability to develop up to the stated acreage in Phases 2a and 2b.
5. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1,and represents developer's ability to develop up to the stated acreage in Phase 2a.
6. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase2a, and represents developer's ability to develop up to the stated acreage in Phase 2b.

Land Use Amendment MDR-18

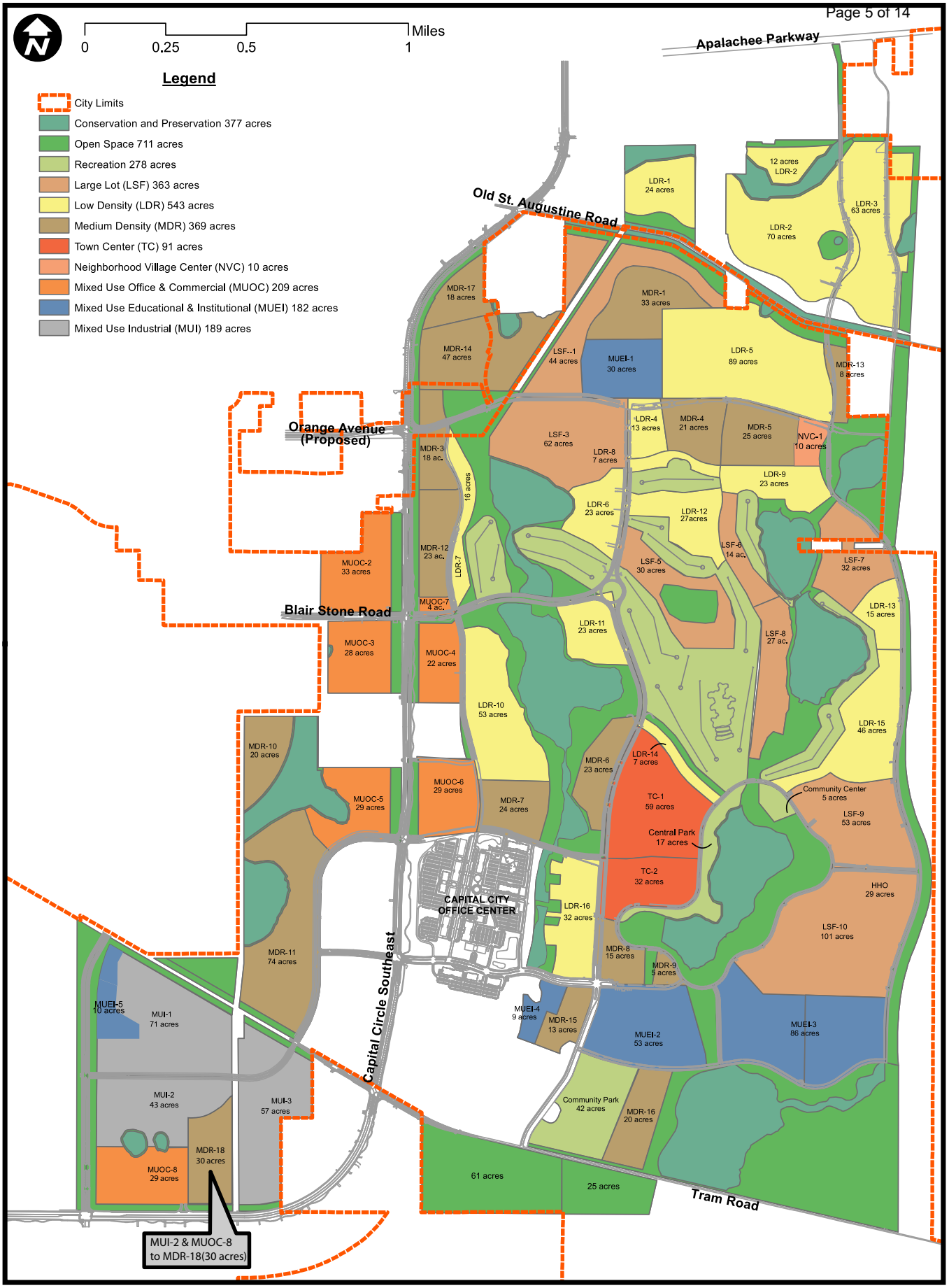

EXHIBIT F

SouthWood Phase 2a - Cumulative Trip generation Summary

Land Use	Pod Code	Units/Square Feet	Total Trips	5% TDM Trips	Enter Trips	Exit Trips
Single-Family Housing	LSF	491 units	545	518	326	192
Single-Family Housing	LDR	1,585 units	1,675	1,591	1,002	589
Multi-Family Housing	MDR	2,946 units	1,829	1,738	1,130	608
Office	MUOC/TC	650,000 gsf	1,043	991	168	823
Retail/Commercial	MUOC/TC	745,907 gsf	3,874	3,680	1,766	1,914
Southwood House	HHO	17,000 gsf	25	23	10	13
Catholic School	MUEI-3	79,000 gsf	149	141	52	89
FSU High School	MUEI-2	234,000 gsf	606	576	357	219
Public K-8 School	MUEI-3	90,000 gsf	72	68	31	37
Research & Development	MUI	469,000 gsf	471	448	67	381
Hotel	MUOC/TC/HHO	170 rooms	90	85	42	43
Community Center		12,800 gsf	22	21	7	14
Central Park		123 acres	5	5	2	3
Community Park		215 acres	13	12	5	7
Golf Course		18 holes	49	47	21	26
TOTAL			10,468	9,944	4,986	4,958

TRIP GENERATION ASSUMPTIONS

Land Use and Trip Assumptions based on ITE Trip Generation Manual, 7th Edition with the exception of the schools, which are based on local survey data.
The Trip Rate applied to each land use is derived from ITE trip equations (if available) or average trip rates.
The office uses may include typical accessory uses as provided for in the MUOC and TC zoning districts of the Southwood PUD.
Trips reduced by 5% to reflect higher than average bicycle and pedestrian use.

Independence Landing - The Independence Landing amendment added 400 units to the Southwood DRI that are not shown in the DRI entitlements above. Those units were analyzed separately for impacts and will not be required for mitigation by St. Joe pursuant to the DRI development order.

LAND USE CONVERSION HISTORY (SINCE 2019)

1. FSUS amendment – Developer converted 98,000 SF of industrial to create 82,000 SF of education/institutional.
2. Day Care/ALF amendment – Developer converted 19,272 SF of retail/commercial to create 9,000 SF of Day Care and converted 8 hotel rooms to create 15 ALF beds.
3. Tallahassee Classical School – Developer converted 150,000 SF of industrial to create 50,000 SF of Charter School.
4. Daycare amendment – Developer converted 221,000 SF of industrial to create 20,000 SF of Day Care.
5. Solitude, LLC - Developer converted 24,093 SF of Retail/Commercial to create 202 Multi-family housing and 31,000 SF of Research & Development to create 50 multi-family housing.

EXHIBIT I

Southwood Updated Land Use Conversion Table

Land Use Conversion			TO: Single-Family Housing	Multi-Family Housing	Office	Retail / Commercial	Assisted Living Facility	Southwood House	Catholic School	Public K-8 School	Day Care Center	Research & Development	Hotel	Community Center	Central Park	Community Park	Golf Course	FSU School
FROM:	Land Uses	Units	DU	DU	KSF	KSF	Beds	KSF	KSF	KSF	KSF	KSF	Rooms	KSF	Acres	Acres	Holes	KSF
	Single-Family Housing	DU	1.00	1.72	0.67	0.21	4.11	0.73	0.57	1.34	0.10	1.07	2.02	0.61	26.73	17.82	0.39	0.90
	Multi-Family Housing	DU	0.58	1.00	0.39	0.12	2.39	0.42	0.33	0.78	0.06	0.62	1.17	0.35	15.52	10.34	0.23	0.52
	Office	KSF	1.50	2.59	1.00	0.31	6.17	1.09	0.85	2.01	0.14	1.60	3.03	0.92	40.12	26.74	0.59	1.35
	Retail / Commercial	KSF	4.86	8.37	3.24	1.00	19.98	3.53	2.75	6.49	0.47	5.17	9.81	2.97	129.84	86.56	1.90	4.36
	Assisted Living Facility	Beds	0.24	0.42	0.16	0.05	1.00	0.18	0.14	0.33	0.02	0.26	0.49	0.15	6.50	4.33	0.09	0.22
	Southwood House	KSF	1.38	2.37	0.92	0.28	5.66	1.00	0.78	1.84	0.13	1.46	2.78	0.84	36.76	24.51	0.54	1.24
	Catholic School	KSF	1.76	3.04	1.18	0.36	7.25	1.28	1.00	2.36	0.17	1.88	3.56	1.08	47.15	31.43	0.69	1.58
	Public K-8 School	KSF	0.75	1.29	0.50	0.15	3.08	0.54	0.42	1.00	0.07	0.80	1.51	0.46	20.00	13.33	0.29	0.67
	Day Care Center	KSF	10.40	17.92	6.93	2.14	42.77	7.56	5.90	13.90	1.00	11.08	21.00	6.35	278.00	185.33	4.06	9.34
	Research & Development	KSF	0.94	1.62	0.63	0.19	3.86	0.68	0.53	1.26	0.09	1.00	1.90	0.57	25.10	16.73	0.37	0.84
	Hotel	Rooms	0.50	0.85	0.33	0.10	2.04	0.36	0.28	0.66	0.05	0.53	1.00	0.30	13.24	8.82	0.19	0.44
	Community Center	KSF	1.64	2.82	1.09	0.34	6.73	1.19	0.93	2.19	0.16	1.74	3.31	1.00	43.75	29.17	0.64	1.47
	Central Park	Acres	0.04	0.06	0.02	0.01	0.15	0.03	0.02	0.05	0.00	0.04	0.08	0.02	1.00	0.67	0.01	0.03
	Community Park	Acres	0.06	0.10	0.04	0.01	0.23	0.04	0.03	0.08	0.01	0.06	0.11	0.03	1.50	1.00	0.02	0.05
	Golf Course	Holes	2.56	4.41	1.71	0.53	10.54	1.86	1.45	3.43	0.25	2.73	5.18	1.57	68.50	45.67	1.00	2.30
	FSU School	KSF	1.11	1.92	0.74	0.23	4.58	0.81	0.63	1.49	0.11	1.19	2.25	0.68	29.75	19.83	0.43	1.00

PM Peak Hour Trip Generation				
Land use	ITE Code or DRI	Effective Trip Generation Rate		
Single-Family Housing	DRI	T= 1.07	*(X), *X is # of Dwelling Units*
Multi-Family Housing	DRI	T= 0.62	*(X), *X is # of Dwelling Units*
Office	DRI	T= 1.60	*(X), *X is 1,000 Square Feet*
Retail / Commercial	DRI	T= 5.19	*(X), *X is 1,000 Square Feet*
Assisted Living Facility	254	T= 0.26	*(X), *X is # of Beds*
Southwood House	DRI	T= 1.47	*(X), *X is 1,000 Square Feet*
Catholic School	DRI	T= 1.89	*(X), *X is 1,000 Square Feet*
Public K-8 School	DRI	T= 0.80	*(X), *X is 1,000 Square Feet*
Day Care Center	565	T= 11.12	*(X), *X is 1,000 Square Feet*
Research & Development	DRI	T= 1.00	*(X), *X is 1,000 Square Feet*
Hotel	DRI	T= 0.53	*(X), *X is # of Rooms*
Community Center	DRI	T= 1.75	*(X), *X is 1,000 Square Feet*
Central Park	DRI	T= 0.04	*(X), *X is Acres*
Community Park	DRI	T= 0.06	*(X), *X is Acres*
Golf Course	DRI	T= 2.74	*(X), *X is # of holes*
FSU School	522	T 1.19	*(X), *X is 1,000 Square Feet*

*Updated April 2019

* The Developer may increase or decrease the amount of a particular land use within the approved development program without amending the DRI Integrated Development Order by using the Land Use Conversion Table (Exhibit I). Use of the conversion table shall be limited to no more than a 25% increase or decrease of development entitlements for each use listed in Exhibit B-1. If a conversion which would result in greater than 25% increase or decrease of a use is needed, an amendment to the Integrated Development Order shall be required to accommodate the conversion. The only exception to the 25% conversion limit is the conversion of up to 100% of the undeveloped hotel rooms, so long as the receiving land use does not exceed the 25% change threshold, and conversions resulting in up to 500 assisted living/continuing care facility beds. Use of the Land Use Conversion Table shall not provide the ability to exceed the development impacts analyzed in the DRI Application for Development Approval (ADA). Any time the Land Use Conversion Table is used, the City of Tallahassee Growth Management and Leon County Development Services and Environmental Management Departments must be provided notice at least 30 days in advance of use of the Land Use Conversion Table in the form of an on-going accounting report. Use of the table will be reported with documented development impacts as an on-going accounting table in the Annual Report. Cumulative changes shall be reflected with subsequent amendments to the Southwood DRI Integrated Development Order.

Convert 252 Multi-family Units 30 ac.

18 ac. of MUOC-8 - 60% -- 151 Units

12 ac. of MUI-2 - 40% - 101 Units

MUOC - 8 - From Retail/Commercial to Multi-family Housing

1 KSF - 8.37 DU = 151 Units/8.37 DU/I KSF = 18 KSF - 18,000 SF

MUI - 2 - From Research & Development to Multi-family Housing (Only 31,000 SF available for Phase 2a, remainder out of retail and commercial)

a. Research and Development (convert 31,000 SF to Available DU)
   1 KSF = 1.62 DU or 0.617KSF = 1 DU - (31,000 SF X 1 KSF/1000 SF = X 1 DU/0.617 KSF = 50 DU)
b. Retail Commercial (Convert 51 DU to available KSF)
   1 KSF = 8.37 DU = 51 DU/8.37 DU/1 KSF = 6.09 KSF = 6093 SF

SEVENTH AMENDMENT TO THE INTEGRATED DEVELOPMENT ORDER FOR THE SOUTHWOOD DEVELOPMENT OF REGIONAL IMPACT

WHEREAS the Southwood Development of Regional Impact (DRI) is a mixed-use development on approximately 3,322 acres located in the City of Tallahassee and in unincorporated Leon County, Florida; and

WHEREAS the original development order for the Southwood DRI was issued in 1999; and

WHEREAS the original development order was amended by the Integrated Development Order, 1999-2012 (the "Integrated Development Order"), was approved by the Tallahassee City Commission on January 25, 2012, and the Leon County Board of County Commissioners on July 10, 2012; and

WHEREAS an administrative amendment to the Integrated Development Order was approved by the Tallahassee City Commission on October 25, 2017, and the Leon County Board of County Commissioners on November 14, 2017; and

WHEREAS the first amendment to the Integrated Development Order was approved by the Tallahassee City Commission on October 17, 2018, and the Leon County Board of County Commissioners on October 23, 2018, which approved the Independence Landing project; and

WHEREAS the second amendment to the Integrated Development Order was approved by the Leon County Commission on March 12, 2019, and the Tallahassee City Commission on March 27, 2019, which approved the Florida State University School project; and

WHEREAS the third amendment to the Integrated Development Order was approved by the Leon County Commission on May 14, 2019, and the Tallahassee City Commission on May 15, 2019, which approved the Creative Child Learning Center and Pruitt Health expansions an established the Land Use Conversion Table as Exhibit I; and

WHEREAS the fourth amendment to the Integrated Development Order was approved by the Leon County Commission on June 18, 2019, and the Tallahassee City Commission on June 19, 2019, which approved the Medium Density Residential (MDR-17) project and

WHEREAS the fifth amendment to the Integrated Development Order was approved by the Leon County Commission on September 17, 2019, and the Tallahassee City Commission on September 15, 2019, which approved the Mixed Use Educational/Institutional 5 (MUEI-5) project; and

WHEREAS the sixth amendment to the Integrated Development Order was approved by the Leon County Commission on _____, and the Tallahassee City Commission on September _____, which approved the Mixed Use Educational/Institutional 6 (MUEI-6) project; and

WHEREAS the St. Joe Company on August _ , 2023 submitted an application to amend the Integrated Development Order (the "Amendment") to re-designate 18 acres of Mixed Use Office/Commercial (MUOC-8) as Medium Density Residential (MDR-18) and convert 24,093 SF square feet retail/commercial entitlements to 202 multi-family residential units and redesignate 12 acres of Mixed Use Industrial (MUI-2) as Medium Density Residential (MDR-18) and convert 31,000 square feet of research & development entitlements to 50 multi-family residential units; and

WHEREAS the re-designation of 18 acres of Mixed Use Office/Commercial (MUOC-8) as Medium Density Residential (MDR-18) and conversion 24,093 SF square feet retail/commercial entitlements to 202 multi-family residential units and the redesignation 12 acres of Mixed Use Industrial (MUI-2) as Medium Density Residential (MDR-18) and the conversion of 31,000 square feet of research & development entitlements to 50 multi-family residential units are reflected in the amendment development entitlements shown herein; and

WHEREAS the Leon County Board of County Commissioners held a public hearing on _____ 2023, considered the Amendment, and addressed the criteria set forth in the Comprehensive Plan and the land development regulations; and

WHEREAS the Tallahassee City Commissioners held a public hearing on _____2023, considered the Amendment, and addressed the criteria set forth in the Comprehensive Plan and land development regulations.

NOW THEREFORE, IT IS HEREBY ORDERED BY LEON COUNTY, BOARD OF COUNTY COMMISSIONERS AND THE CITY COMMISSION OF THE CITY OF TALLAHASSEE FLORIDA:

Section 1. Section 2.E. to the Integrated Development Order is amended to read as follows:

E. The Southwood DRI shall consist of 3,322 acres as follows:

1. ~~5,170~~ 5,422 DU of Residential Use

2. ~~780,230~~ 756,137 GSF of Commercial (Wholesale, Retail & Service)

3. ~~2,359,381~~ 2,328,381 GSF of industrial uses;

[4, 5 And 6 No change]

Section 2. Exhibit B-1 to the Integrated Development Order is deleted and replaced with amended Exhibit B-1, attached hereto.

Section 3. Exhibit B-2 to the Integrated Development Order is deleted and replaced with amended Exhibit B-2, attached hereto.

Section 4. Exhibit C to the Integrated Development Order is deleted and replaced with amended Exhibit C, attached hereto.

Section 5. Exhibit F to the Integrated Development Order is deleted and replaced with amended Exhibit F, attached hereto.

Section 7. Except as amended herein, the terms and provisions of the Integrated Development Order, as amended, shall remain in full force and effect.

Section 8. This Amendment shall take effect upon approval by the Leon County Board of County Commissioners and the Tallahassee City Commission.

Duly PASSED AND APPROVED by the Leon County, Florida Board of County Commissioners this 9th day of November 2021.

LEON COUNTY, FLORIDA

By:_____

Rick Minor, Chairman

Board of County Commissioners

ATTESTED BY:

By:_____

Gwendolyn Marshall, Clerk of Court

& Comptroller, Leon County, Florida

APPROVED AS TO FORM:

Leon County Attorney's Office

By:_____

Chasity H. O'Steen

County Attorney

Duly PASSED AND APPROVED by the Leon County, Florida Board of County Commissioners this 9th day of November 2021.

CITY OF TALLAHASSEE

By:_____

John Dailey

Mayor

ATTESTED BY:

By:_____

James O. Cooke, IV

City Treasurer-Clerk

APPROVED AS TO FORM

Tallahassee City Attorney's Office

By:_____

Cassandra K. Jackson

City Attorney

August 31, 2023

Urban Catalyst Consultants
Attention: Sean Marston. P.E.
2851 Remington Green Circle
Tallahassee, FL 32308

RE: MUOC-8 and MUI-2

Dear Sean,

The St. Joe Company has reviewed the proposed changes to the Southwood Integrated Development Order. The St. Joe Company agrees to re-designate 18 acres of Mixed-Use Office/Commercial (MUOC-8) as Medium Density Residential (MDR-18) and convert 24,093 SF square feet retail/commercial entitlements to 202 multi-family residential units and redesignate 12 acres of Mixed Use Industrial (MUI-2) as Medium Density Residential (MDR-18) and convert 31,000 square feet of research & development entitlements to 50 multi-family residential units. If you have questions or need additional information, please do not hesitate to call.

Sincerely,

Dan

Dan Velazquez

SVP Commercial Real Estate

CITY OF TALLAHASSEE

OWNERSHIP AFFIDAVIT & DESIGNATION OF AGENT

I. Ownership.

I, Steve Corbett, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) 31-20-20-003-0000

Location address: Capital Circle SE

for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of: Solitude Apartments, LLC

Please complete the appropriate section below:

NOTE: The person signing under section IV Acknowledgement, must be listed below as an officer or partner.

☐ **Individual**

☒ **Corporation/Limited Liability Company (LLC)**

Provide Names of Officers/Members:
Steve Corbett - AMBR

☐ **Partnership**

Provide Names of General Partners:

☐ **Government Entity**

Dept. of State Registration No.:
L22000511977

Name/Address of Registered Agent:
BUILDER, J. LINDSAY, JR
398 WEST MORSE BLVD. , STE 200
WINTER PARK, FL 32789

II. Designation of Owner's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named below to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief. **(Note: Prior to the issuance of a building permit, the owner's agent must be the contractor listed on the permit application.)**

Owner's Agent: Urban Catalyst Consultants, Inc.

Address: 2851 Remington Green Circle, Tallahassee, FL. 32308

Contact Person: Sean K. Marston, P.E. Telephone No.: 850-999-4241

III. Notice to Owner.

A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.

B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.)

IV. Acknowledgement.

- **Individual**

_____
Signature

Print Name:_____
Address:_____
_____
Phone #:_____

- **Government Entity**

_____
Print Government Name

By:_____
Signature
Print Name:_____
Title:_____
Department:_____

- **Corporation/LLC**

Solitude Apratments, LLC
Print Corporation/LLC Name
By:_____
Signature
Print Name: Steve Corbett
Its: AMBR
Address: 3706 S Railroad St.
Phenix City, AL. 36868
Phone #: 706-445-9103

- **Partnership**

_____
Print Partnership Name
By:_____
Signature
Print Name:_____
Its:_____
Address:_____
_____
Phone #:_____

NOTARY INFORMATION (Please use appropriate block.)

STATE OF GEORGIA
COUNTY OF MUSCOGEE

- **Individual**

Before me, this_____day of _____, 20___, personally appeared _____who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

- **Government Entity**

Before me, this_____day of_____, 20___, personally appeared _____ as_____ and on behalf of_____, who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

- **Corporation/LLC**

Before me, this 26th day of July, 2023, personally appeared Steven Corbett of Solitude Apartments, a Florida corporation/ *(State)* **LLC**, on behalf of the corporation/ LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

- **Partnership**

Before me, this_____day of _____, 20___, personally appeared _____, partner/agent on behalf of _____, a **partnership**, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

_____
Signature of Notary

NORMAN D NIBBLETT
Print Notary Name

NOTARY STAMP:

NORMAN D NIBBLETT
NOTARY PUBLIC
Muscogee County
State of Georgia
My Comm. Expires 10-21-2026

My commission expires: 10-21-26

Identification Method: X Personally known.
_____Produced I.D. – Type:_____

PLANNING DEPARTMENT
a division of PLACE

MEMORANDUM

TO: Growth Management Land use and Environmental Services

FROM: Chris Ibarra, Senior Planner, Tallahassee-Leon County Planning Department

THRU: Russell Snyder, Administrator, Tallahassee-Leon County Planning Department

DATE: September 25, 2023

SUBJECT: Southwood Development Order Amendment 2023 (TDA230002).) for approval by the Tallahassee City Commission and Leon County Board of County Commissioners

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Description of the Proposed Change:

The Development Order Amendment (DOA) proposes an amendment to the Southwood Development of Regional Impact (DRI) adopted development order (DO) to:

- Redesignate a portion of DRI parcel's MUOC-8 and MUI-2 to MDR-18. This parcel is located along Capital Circle Southeast. The change would carve out a new 30.00-acre parcel for MDR-18 from a portion of the existing MUI-2 and MUOC-8 on the master plan map. Exhibits B-1 and B-2 would be revised to reflect the redesignation of square footage and acreage in the development program. This new MDR-18 land use within the Southwood PUD will allow 252 multi-family units. These entitlements will be converted from the current MUI-2 and MUOC-8 land uses, proportionality, to result in no net transportation impacts.

If the DOA is adopted, Section 2 Development Identification, Paragraph F, of the Southwood Development Order, will need to be revised during the next substantive change to match the development amounts in Exhibit B-1 and B-2. Otherwise, the proposal does not affect the conditions of the DRI.

Analysis of Consistency with the Tallahassee-Leon County Comprehensive Plan

The *Tallahassee-Leon County Comprehensive Plan* Future Land Use Element Objectives 6.1 [Planned Development] and 10.1 [Southeast Sector Plan], and associated policies, include general development prescriptions for the Planned Development future land use category and the Southwood DRI as part of the Southeast Sector Plan. The proposed amendment is creating a new MDR component (MDR-18) by re-designating MUOC-8 and MUI-2 to MDR-18 in the southwest quadrant of the SESP area. Policy 10.1.2 (D) (1) states that, "Industrial development, if constructed is to be located in the southwest quadrant of the Southeast Sector Planning Area, primarily utilizing Tram Road and Capital Circle. Industrial development is not required in this quadrant; therefore, the quadrant may have no industrial development at buildout." Policy 10.1.1. (D) states that medium density residential development is to be located primarily, but not solely, in areas adjacent to Capital Circle Office Center. Because this change does not preclude Medium Density Residential from locating in the southwest quadrant and there is no requirement that there needs to be any Industrial build out, staff does not identify inconsistencies with the proposed change to have MDR in the southwest quadrant.

Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan

Based on the findings above, Planning finds that the proposed Southwood DRI DO 2023 amendment (TDA230002) maintains consistency with the *Tallahassee-Leon County Comprehensive Plan,* Planned Development and Southeast Sector Plan provisions of the Future Land Use Element and the existing provisions of the Southwood DRI DO.

Planning Department DRI DO Amendment Recommendation

The Planning Department finds the proposed Southwood DRI Amendment (TDA230002) consistent with the Tallahassee-Leon County Comprehensive Plan and recommends approval.

Leon County
Board of County Commissioners

Notes for Agenda Item #6

Leon County Board of County Commissioners

Agenda Item #6

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: FY 2023 Carry Forward Adjustments

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Roshaunda Bradley, Budget Director Eryn Calabro, Principal Management & Budget Analyst

Statement of Issue:

This item seeks Board approval to authorize final FY 2023 carry forward adjustments.

Fiscal Impact:

This item has a fiscal impact. This item recommends adjustments to FY 2023 operating, capital, and grant project carry forwards.

Staff Recommendation:

Option #1: Authorize the carry forward adjustments of FY 2023 appropriations to the FY 2024 budget by approving the Resolution and associated Budget Amendment (Attachment #1).

Report and Discussion

Background:

This item seeks Board approval of a FY 2023 carry forward adjustment budget amendment. The Board approved initial carry forwards at the October 10, 2023 meeting. After the October 10th meeting, a final review of capital project balances and additional year-end accounting adjustments (i.e., journal voucher payments, year-end payables, closing of purchase orders, the posting of interest to select grant projects, and the booking of deferred revenues) supports the recommended additional carry forward of projects and final adjustments to project balances.

Analysis:

The FY 2023 carry forward adjustment budget amendment lists each operating, capital, and grant project where funds were reduced or increased based on final FY 2023 expenditures (Attachment #1). These funds will be added to or reduced from the FY 2024 budget for the sole purpose of completing the projects for which the funds were originally appropriated in FY 2023.

Options:

1. Authorize the carry forward adjustments of FY 2023 appropriations to the FY 2024 budget by approving the Resolution and associated Budget Amendment (Attachment #1).
2. Do not authorize the carry forward adjustments of FY 2023 appropriations to the FY 2024 budget.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Resolution and Budget Amendment for FY 2023 Carry Forward Adjustments

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2023/2024; and,

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

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

Adopted this 12th day of December, 2023.

LEON COUNTY, FLORIDA

By:_____
Carolyn D. Cummings, Chair
Board of County Commissioners

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

By:_____

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

By:_____

FISCAL YEAR 2023/2024
BUDGET AMENDMENT REQUEST

No: BAB24013
Date: 11/30/2023

Agenda Item No:
Agenda Item Date: 12/12/2023

County Administrator
Vincent S. Long

Assistant County Administrator
Ken Morris

Request Detail

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			

Fiscal Year 2023 Carry Forward Adjustments (See Attached)

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			

Subtotal:

Purpose of Request

The FY 2023 carry forward adjustment budget amendment lists each operating, capital, and grant project where funds were reduced or increased based on final FY 2023 expenditures. These funds will be added to or reduced from the FY 2024 budget for the sole purpose of completing the projects for which the funds were originally appropriated in FY 2023.

Division/Department
0000/00

Roshaunda Bradley, Budget Director

Scott Ross, Director, Office of Financial Stewardship

Approved By: **Resolution** ☒ **Motion** ☐ **Administrator** ☐

FY 2023/2024 Operating Carry Forward Adjustments

Account Description	Fund	Org	Account	Prog	Revenue	Expenditure
1 - General Fund						
Appropriated Fund Balance	001	000	399900	000	(41,772)	
Non-Operating						
Other Contractual Services	001	820	53400	519		(41,772)
General Fund Subtotal					**(41,772)**	**(41,772)**

Account Description	Fund	Org	Account	Prog	Revenue	Expenditure
4- Fine and Forfeiture						
Sheriff - CJIS Grant	125	952027	334210	000	(10,050)	
Transfer to Fund 110	125	950	591110	581		(10,050)
Transfer from Fund 125	110	950	381125	000	(10,050)	
Sheriff Detention - CJIS Grant	110	511	59304	586		(10,050)
Sheriff Law Enforcment - Grants	110	510	59304	586		(59,837)
Sheriff Detention - Grants	110	511	59304	586		(598,323)
Sheriff - Consolidated Grants	110	515	59304	586		658,160
Sheriff Grants Subtotal					**(20,100)**	**(20,100)**
Appropriated Fund Balance	110	000	399900	000	554,673	
Sheriff Law Enforcement						
Budget Transfer	110	510	59304	586		100,480
Sheriff Detention						
Budget Transfer	110	511	59304	586		454,193
Fine and Forfeiture Fund Subtotal					**554,673**	**554,673**

FY 2023/2024 Capital Improvement Carry Forward Adjustments

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Building Inspection: Fund 120						
Appropriated Fund Balance	120	000	399900	000	5,182	
Building Inspection Technology	120	076055	54600	524		5,182
Fund 135 Subtotal					**5,182**	**5,182**
Emergency Medical Services: Fund 135						
Appropriated Fund Balance	135	000	399900	000	(821,176)	
Emergency Medical Services Vehicles & Equipment Replacement	135	026014	56400	526		(815,891)
New Emergency Medical Services Vehicles & Equipment Replacement	135	026021	56400	526		(6,085)
Emergency Medical Services Technology	135	076058	55408	526		800
Fund 135 Subtotal					**(821,176)**	**(821,176)**
Tourism: Fund 160						
Appropriated Fund Balance	160	000	399900	000	100,000	
Division of Tourism Building	160	086065	56201	552		100,000
Fund 160 Subtotal					**100,000**	**100,000**
Capital Improvement: Fund 305						
Appropriated Fund Balance	305	000	399900	000	(356,808)	
General Vehicle & Equipment Replacement	305	026003	56400	519		(90,107)
New General Vehicle & Equipment Replacement	305	026018	56400	519		37,679
Apalachee Regional Park	305	045001	56300	572		41,089
Parks Capital Maintenance	305	046001	56300	572		(4,980)
Belair-Annawood Septic to Sewer Project	305	062007	56900	535		(31,131)
State Attorney Technology	305	076047	54600	519		(765)
Public Defender Technology	305	076051	54600	519		250
Records Management	305	076061	54600	519		36,489
E-Filing System for Court Documents	305	076063	55281	519		(44,655)
Justice Information System (JIS) Upgrade	305	076065	53400	519		10,950
Public Safety Complex Technology	305	076069	55200	529		(3,631)
Public Safety Complex Technology	305	076069	54600	529		(18,086)
Courtroom Minor Renovations	305	086007	54600	519		(9,262)
Courthouse Security	305	086016	54600	519		(6,083)
Courthouse Renovations	305	086027	56201	519		(5,252)
Sheriff Facilities Capital Maintenance	305	086031	54600	523		(12,795)
Sheriff Facilities Capital Maintenance	305	086031	55408	523		(1,053)
Sheriff Facilities Capital Maintenance	305	086031	56201	523		(256,547)
Building Mechanical Repairs and Improvements	305	086077	54600	519		(25,219)
Building Infrastructure and Improvements	305	086078	54600	519		(37,296)
Building Infrastructure and Improvements	305	086078	56201	519		(376,301)
Building General Maintenance and Renovations	305	086079	54600	519		(22,072)
Building General Maintenance and Renovations	305	086079	56201	519		150,000
Essential Libraries Initiative	305	086085	56201	571		(150,000)
HMGP LCSO Building (Grant Match)	305	951066	56201	523		461,970
Fund 305 Subtotal					**(356,808)**	**(356,808)**
Gas Tax: Fund 306						
Appropriated Fund Balance	306	000	399900	000	(196,929)	
Public Works Vehicles & Equipment Replacement	306	026005	56400	541		(68,688)
Arterial/Collector Roads Pavement Markings	306	026015	55410	541		(31,242)
Baum Road Drainage Improvements	306	054011	56900	541		(5,877)
Sidewalk Program	306	056013	56900	541		(72,102)
Stormwater Preventative Maintenance	306	067006	56900	538		(19,020)
Fund 306 Subtotal					**(196,929)**	**(196,929)**

FY 2023/2024 Capital Improvement Carry Forward Adjustments

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Extended Local Option Sales Tax: Fund 309						
Appropriated Fund Balance	309	000	399900	000	(5,662)	
Fred George Park	309	043007	56300	572		(1,664)
Community Safety & Mobility	309	056005	55410	541		(3,998)
					(5,662)	**(5,662)**
Fund 309 Subtotal					**(5,662)**	**(5,662)**
Sales Tax Extension: Fund 351						
Appropriated Fund Balance	351	000	399900	000	(162,705)	
Arterial Collector Resurfacing	351	056001	56900	541		(154,820)
Intersection and Safety Improvements	351	057001	56900	541		(7,885)
Fund 351 Subtotal					**(162,705)**	**(162,705)**
Sales Tax Extension 2020: Fund 352						
Appropriated Fund Balance	352	000	399900	000	1,898,938	
NE Lake Munson Septic to Sewer	352	062008	56900	535		2,010,683
L.I.F.E. Miccosukee Sense of Place	352	091004	56300	519		(11,736)
L.I.F.E. Street Lighting	352	091005	55410	541		(4,150)
Sidewalk Program	352	056013	56900	541		(95,859)
Fund 352 Subtotal					**1,898,938**	**1,898,938**
Solid Waste: Fund 401						
Appropriated Fund Balance	401	000	399900	000	(222,558)	
Rural Waste Vehicle & Equipment Replacement	401	036033	56400	534		(209,421)
Landfill Closure	401	036043	56300	534		(13,137)
Fund 401 Subtotal					**(222,558)**	**(222,558)**

FY 2023/2024 Grant Carry Forward Adjustments

Account Description	Fund	Org	Acct	Prog	Revenue	Expenditure
SHIP 2021/2022 Funding						
Revenue	124	932058	345100	000	21,311	
SHIP	124	932058	585000	554		21,311
Subtotal					**21,311**	**21,311**
SHIP 2022/2023 Funding						
Revenue	124	932059	345100	000	(147,935)	
Loan Repayment	124	932059	345150	000	22,833	
SHIP	124	932059	585000	554		(125,102)
Subtotal					**(125,102)**	**(125,102)**
SHIP 2023/2026 Funding						
Loan Repayment	124	932080	345150	000	30,910	
SHIP	124	932080	585000	554		30,910
					30,910	**30,910**
Total Fund 124					**(72,881)**	**(72,881)**
St. Marks Headwaters						
Appropriated Fund Balance	125	047001	399900	000	(12,425)	
Improvements Other than Buildings	125	047001	56300	572		(12,425)
Subtotal					**(12,425)**	**(12,425)**
Magnolia Drive Multi-use Trail						
Appropriated Fund Balance	125	055010	399900	000	(1,869)	
Infrastructure	125	055010	56900	541		(1,869)
Subtotal					**(1,869)**	**(1,869)**
Miccosukee Road Bridge Replacement						
Revenue - State Grant	125	057918	331420	000	2,019,664	
Infrastructure	125	057918	56900	541		2,019,664
					2,019,664	**2,019,664**
Woodville Septic to Sewer						
Revenue - State Grant	125	062003	334354	000	(71,458)	
Infrastructure	125	062003	56900	535		(71,458)
Subtotal					**(71,458)**	**(71,458)**
Belair-Annawood Septic to Sewer						
Revenue - State Grant	125	062007	334356	000	(78,037)	
Infrastructure	125	062007	56900	535		(78,037)
Subtotal					**(78,037)**	**(78,037)**
Mosquito Control Grant						
Revenue	125	214	334610	000	15,823	
Operating Supplies	125	214	55200	562		15,823
Subtotal					**15,823**	**15,823**
City Start Grant						
Revenue	125	914025	336314	000	(10,425)	
Other Contractual Services	125	914025	53400	525		-
Travel & Per Diem	125	914025	54000	525		(38)
Other Current Charges & Obligations	125	914025	54900	525		(10,387)
Subtotal					**(10,425)**	**(10,425)**
Boating Improvement						
Revenue - State Grant	125	921043	334792	000	22,473	
Improvements Other than Buildings	125	921043	56300	572		22,473
Subtotal					**22,473**	**22,473**
Waste Tire Grant - DEP 23						
Revenue - State Grant	125	922048	334324	000	(3,005)	
Other Contractual Services	125	922048	53400	562		(3,005)
Subtotal					**(3,005)**	**(3,005)**
FDEP Springs Restoration						
Revenue - State Grant	125	927128	334368	000	(44,617)	
Improvements Other Than Buildings	125	927128	56300	535		(44,617)
Subtotal					**(44,617)**	**(44,617)**

FY 2023/2024 Grant Carry Forward Adjustments

Account Description	Fund	Org	Acct	Prog	Revenue	Expenditure
FDEP FY22 Springs Restoration Grant						
Revenue	125	927130	334368	000	2,154,722	
Infrastructure	125	927130	55410	535		2,154,722
Subtotal					**2,154,722**	**2,154,722**
HFA Emergency Repairs Program						
Revenue	125	932019	337502	000	2,580	
Housing Rehabilitation	125	932019	585000	554		2,580
Subtotal					**2,580**	**2,580**
Total Fund 125					**3,993,426**	**3,993,426**
EMS/DOH - EMS Equipment						
DOH-State EMS Equipment Grant	127	961068	334201	000	(32,026)	
Pool Interest Allocation	127	961068	361111	000	377	
Machinery and Equipment	127	961068	55408	526		(31,649)
Subtotal					**(31,649)**	**(31,649)**
Total Fund 127					**(31,649)**	**(31,649)**
ARPA Woodville Septic to Sewer						
Appropriated Fund Balance	137	062003	399900	000	(343,150)	
Infrastructure	137	062003	56900	535		(343,150)
Subtotal					**(343,150)**	**(343,150)**
American Rescue Plan Act						
Appropriated Fund Balance	137	952021	399900	000	939,948	
Pool Interest Allocation	137	952021	361111	000	707,238	
Leon County Government	137	952021	58114	525		878,125
Food Insecurity	137	952021	58315	525		(79,640)
Homelessness Support	137	952021	58317	525		848,700
Subtotal					**1,647,186**	**1,647,186**
Total Fund 137					**1,304,036**	**1,304,036**
Grand Total					**5,192,932**	**5,192,932**

Leon County
Board of County Commissioners

Notes for Agenda Item #7

Leon County Board of County Commissioners

Agenda Item #7

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Resolution Authorizing Conveyance of Portions of two County-Owned Parcels Located at 320 and 326 Orange Avenue East to the City of Tallahassee for the Development of a StarMetro Transit Center

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship Brent Pell, Director, Public Works Charles Wu, Director, Engineering Services
Lead Staff/ Project Team:	Kim Vickery, Real Estate Manager

Statement of Issue:

This item seeks Board adoption of a Resolution to convey portions of two County-owned parcels located at 320 and 326 Orange Avenue East, to the City of Tallahassee to develop a new StarMetro Southside Transit Center at Orange Avenue and Meridian Road, as part of the Blueprint 2020 Orange-Meridian Placemaking Project. For purposes of Orange Avenue right-of-way alignment, this item further requests the Board to authorize the County Administrator to accept the conveyance of a portion of the City-owned parcel located at 314 Orange Avenue East.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt the Resolution authorizing the conveyance of portions of 320 and 326 Orange Avenue to the City of Tallahassee for the development of a new StarMetro Southside Transit Center located at Orange Avenue and Meridian Road (Attachment #1).

Option #2: Authorize the Chair to execute a County Deed (Attachment #2) and any associated documents, subject to legal review by the County Attorney.

Option #3: Authorize the County Administrator to accept conveyance of additional right-of-way from the City over a portion of the City Parcel (Attachment #3), and execute any associated documents, subject to legal review by the County Attorney.

Report and Discussion

Background:

This item seeks Board adoption of a Resolution to convey portions of two County-owned parcels located at 320 and 326 Orange Avenue East, with respective parcel identification numbers 411230D0091 and 411230D0090 (Parcels), to the City of Tallahassee (City) to develop a new StarMetro Southside Transit Center (SSTC) at Orange Avenue and Meridian Road. This action is consistent with the Blueprint 2020 Orange-Meridian Placemaking project, which includes both conveying this land to the City for the SSTC, as well as allocating $1M in Blueprint funding for the SSTC. Additionally, this item seeks Board authorization to accept the conveyance of a portion of the City-owned parcel located at 314 Orange Avenue East, with parcel identification number 41123 D0080 (City Parcel) for purposes of Orange Avenue right-of-way (ROW) alignment.

In June 2021, the City Commission approved a Transit Development Plan and, in 2022, the City finalized the design phase of the SSTC to ensure accessible public transportation. The SSTC is slated for the northwest corner of Orange Avenue and Meridian Street. This project is a strategic initiative for the City which will provide increased service and transit amenities for the Southside area.

Analysis:

In conjunction with the right-of-way acquisition phase of the Orange Avenue road widening project in the early 2000s, the County acquired these two Parcels. Subsequently, these parcels were earmarked as part of the original Blueprint 2020 Orange/Meridian Placemaking project for the future SSTC. Specifically, these Parcels were identified as a location for the SSTC and have been intended for transition to the City for use as the SSTC site. Importantly, the City will construct the SSTC using, in part, a $1M allocation from sales tax funds for this project. As the City has worked on the SSTC project planning and design during the past few years, Blueprint built a temporary park on the Parcels in 2019. The temporary park addressed safety concerns including trash piles and poor night visibility, and provided an improved space for community activities. The improvements included site work to redirect standing water, a parking area, benches, and picnic tables. Over the last five years, County Parks and Recreation has maintained the site. Once the land is conveyed to the City and the City begins construction of the SSTC, the use of the site as a temporary park will cease as planned.

The southern boundaries of the two Parcels extend into Orange Avenue, a county-maintained road. The current right-of-way line was not re-aligned after the Orange Avenue widening project because the County still owns the Parcels. Should the Board adopt the proposed Resolution to convey the identified Parcels, the County Deed conveying them will provide the new right-of-way (ROW) line and legal description. Attachment #3, page 1, illustrates the current ROW line, while Attachment #3, page 2, illustrates the new ROW line on the southerly portion of both parcels. In addition, the sidewalk on the north side of Orange Avenue and in front of the City Parcel on the west side of County Parcel #411230 D0091, will be reconstructed to meet the Multimodal Transportation District requirement. As a result, the Orange Avenue ROW in this area will be

shifted to the north as reflected on Page 2 of Attachment #3. In order to align the right-of-way, the City will convey a portion of the City Parcel, as depicted at Page 2 of Attachment #3, to the County.

Final documents for the Blueprint Orange Meridian Placemaking project are being reviewed and coordinated with the City, with final agreements and approvals expected in the first quarter of 2024. A future agenda item will be presented regarding an additional County-owned parcel on the south side of Orange Avenue (parcel ID 411203 A0020), across from the SSTC, and its relation to the Blueprint Orange Meridian Placemaking project, which includes a proposed park and recreational area. The County currently owns the stormwater pond on the parcel, which the City needs for future stormwater capacity available in the pond.

Pursuant to Section 125.38, Florida Statutes, the City may make a request to the Board for the conveyance of all, or a portion, of its real property interests in a parcel to be used for the purposes of the public or community interests and welfare. This request is part of the broader area improvements included in the Orange/Meridian Placemaking Project proposed by the Blueprint Intergovernmental Agency, which includes a new park and other related infrastructure needs.

This item recommends the Board adopt the Resolution authorizing the conveyance of portions of the two Orange Avenue parcels, and that there be no purchase price or fee for the conveyance.

Options:

1. Adopt the Resolution authorizing the conveyance of portions of the 320 and 326 Orange Avenue East parcels to the City of Tallahassee for the development of a new StarMetro Southside Transit Center at Orange Avenue and Meridian Road (Attachment #1).
2. Authorize the Chair to execute a County Deed (Attachment #2) and any associated documents, subject to legal review by the County Attorney.
3. Authorize the County Administrator to accept conveyance of additional right-of-way from the City over a portion of the City Parcel (Attachment #3), and execute any associated documents, subject to legal review by the County Attorney.
4. Do not adopt the proposed Resolution authorizing the conveyance of portions of the 320 and 326 Orange Avenue East to the City of Tallahassee for the development of a new StarMetro Southside Transit Center at Orange Avenue and Meridian Road, and do not authorize the Chair to execute a County Deed
5. Do not authorize the County Administrator to accept conveyance of additional right-of-way from the City over a portion of the City Parcel.
6. Board direction.

Recommendation:

Options #1, #2, and #3

Attachments:

1. Resolution authorizing the conveyance of portions of 320 and 326 Orange Avenue
2. County Deed
3. Maps for 320 and 326 Orange Avenue; Page 1 with current ROW lines and Page 2 with corrected ROW

LEON COUNTY RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, PURSUANT TO SECTION 125.38, FLORIDA STATUTES AUTHORIZING THE CONVEYANCE OF A PORTION OF TWO COUNTY PROPERTIES LOCATED AT 320 AND 326 ORANGE AVENUE EAST, TO THE CITY OF TALLAHASSEE FOR THE DEVELOPMENT OF A STAR METRO TRANSIT CENTER; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Leon County, Florida (the "County"), owns two parcels of real property located at 320 and 326 Orange Avenue East, with respective parcel identification numbers 411230D0091 and 411230D0090 (the "Parcels); and

WHEREAS, in 2019, the Blueprint Intergovernmental Agency constructed a temporary park on the Parcels for use pending future development on the Parcels, conceptually a transit center; and

WHEREAS, the City of Tallahassee (the "City") requested conveyance of the Parcels for the City's development of a Star Metro Transit Center at Orange Avenue; and

WHEREAS, this Resolution is adopted pursuant to the provisions of Section 125.38, Florida Statutes, which allows the County to convey its real property interests to a municipality of the State of Florida if the Board of County Commissioners is satisfied that such real property interests are not needed for County purposes, are used for a public purpose or to promote community interest and welfare, and are need for such use, which finding and price for such conveyance are to be recited in a resolution.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. Conveyance of Portions of 320 and 326 Orange Avenue East.

1. The City is a municipality under the laws of the State of Florida within the meaning of Section 125.38, Florida Statutes.

2. The City, for the purposes of developing a Star Metro Transit Center, has requested that the County convey the Parcels.

3. The City's use of the Parcels will be for a public use within the meaning of 125.38, Florida Statues.

4. The consideration paid to the County for conveyance of the Parcels shall be Zero and 00/100 Dollars ($0.00).

Section 2. Effective Date.

This resolution shall become effective immediately upon its adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 12th day of December, 2023.

LEON COUNTY, FLORIDA

By:_____
Carolyn D. Cummings, Chair
Board of County Commissioners

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

By:_____

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

By:_____

This Instrument prepared by:
Kim Vickery
Real Estate Manager
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

Parcel IDs: 411230D0091 and 411230D0090

COUNTY DEED

(pursuant to Fla. Stat. §125.411)

THIS DEED, made this _____ day of _____, 2023, by **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose post office address is 301 South Monroe Street, Suite 202, Tallahassee, Florida, 32301, **party of the first part**, and **City of Tallahassee**, a Florida municipal corporation, whose post office address is 300 S. Adams Street, Tallahassee, FL 32301, **party of the second part**,

WITNESSETH that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Leon County, Florida, to wit:

See legal description attached hereto
and made a part hereof as **Exhibit "A"**

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

LEON COUNTY, FLORIDA

BY:_____
Carolyn D. Cummings, Chair
Board of County Commissioners

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

BY:_____

Approved as to Legal Sufficiency:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

BY:_____
Kyle L. Kemper
Senior Assistant County Attorney

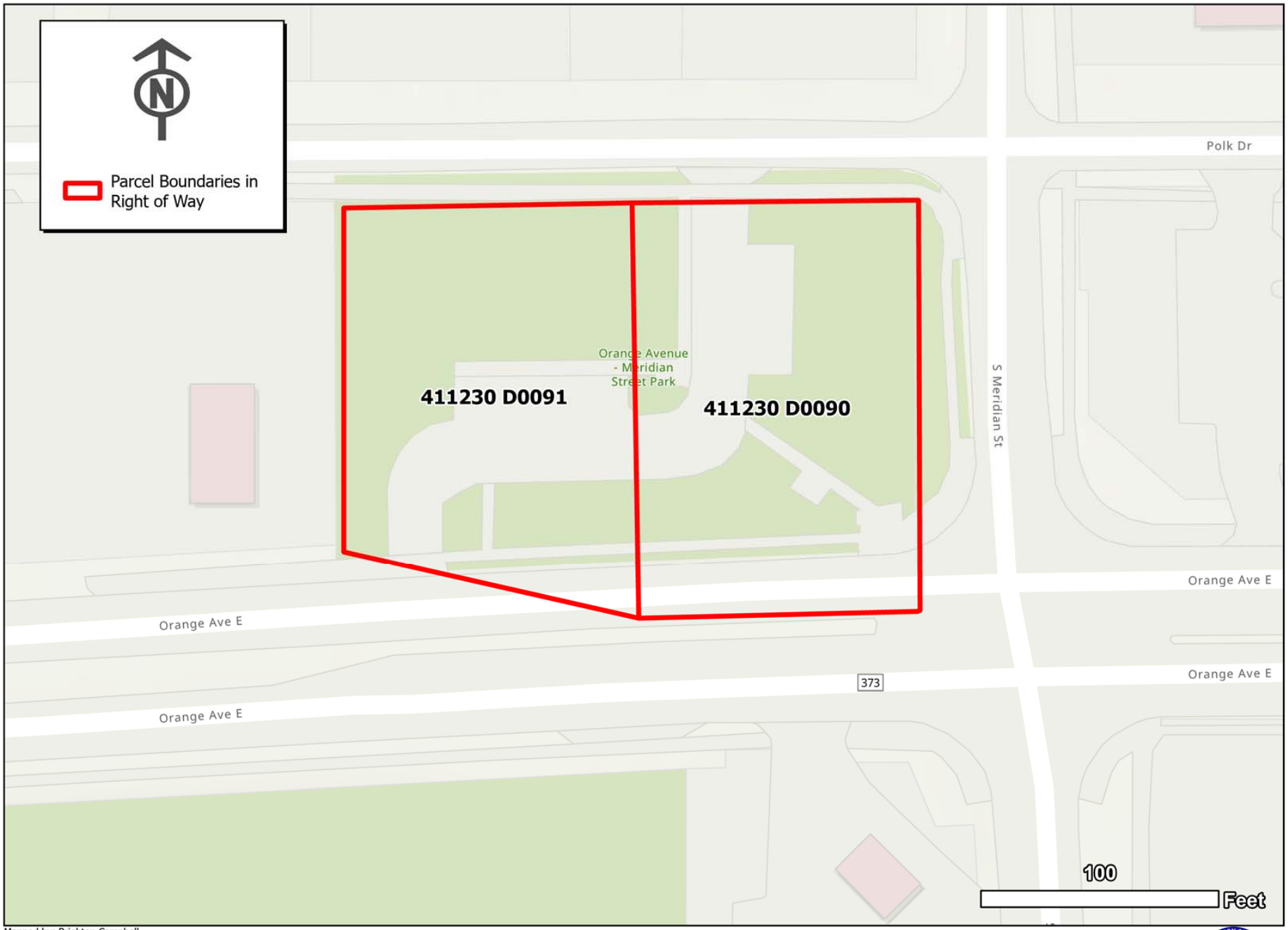
EXHIBIT "A"

320 & 326 ORANGE AVENUE

PARCEL ID No. 411230 D0090 & PARCEL ID No. 411230 D0091

A portion of Lot 9, Block "D", Capitol View Acres, a Subdivision, as per Map or Plat thereof recorded in Plat 2, Page 60, Official Record Book 2641, Page 2251, and Official Records Book 2502, Page 536, all as recorded in the Public Records of Leon County, Florida, said Boundary being more particularly described as follows:

BEGIN at a Northwest corner of Lot 9, Block "D", Capitol View Acres, a Subdivision, as per Map or Plat thereof recorded in Plat 2, Page 60 and Official Record Book 2641, Page 2251 both as recorded in the Public Records of Leon County, Florida, lying on the South right-of-way boundary of Polk Drive; thence run North 89 degrees 53 minutes 00 seconds East, along said South right-of-way boundary and the North boundary of said Official Record Book 2641, Page 2251, a distance of 137.15 feet to a Found Concrete Monument (Plain Top) marking the Northwest corner of Official Record Book 2502, Page 536 as recorded in the Public Records of Leon County, Florida; thence continue along said South right-of-way boundary and North boundary of said Official Record Book 2502, Page 536, North 89 degrees 44 minutes 56 seconds East, a distance of 96.39 feet intersecting to the (Proposed) Westerly right-of-way boundary of Meridian Street; thence leaving said North and South boundary, run the following courses along said (Proposed) Westerly right-of-way boundary: South 45 degrees 46 minutes 04 seconds East, a distance of 12.74 feet; thence run South 00 degrees 02 minutes 09 seconds West, a distance of 112.75 feet intersecting to the (Proposed) Northerly right-of-way boundary of Orange Avenue; thence leaving said (Proposed) Westerly right-of-way boundary; thence run South 71 degrees 07 minutes 16 seconds West, along said (Proposed) Northerly right-of-way boundary, a distance of 17.85 feet; thence continue South 86 degrees 59 minutes 18 seconds West, along said (Proposed) Northerly right-of-way boundary, a distance of 87.75 feet intersecting to the East boundary of said Official Record Book 2641, Page 2251; thence continue South 86 degrees 59 minutes 18 seconds West, along said (Proposed) Northerly right-of-way boundary, a distance of 137.97 feet intersecting to the West boundary of said Official Record Book 2641, Page 2251; thence leaving said (Proposed) Northerly right-of-way boundary, North 00 degrees 07 minutes 22 seconds West, along said West boundary, a distance of 138.56 feet to the **POINT OF BEGINNING**, containing 32,046 square feet (0.74 of an acre), more or less.

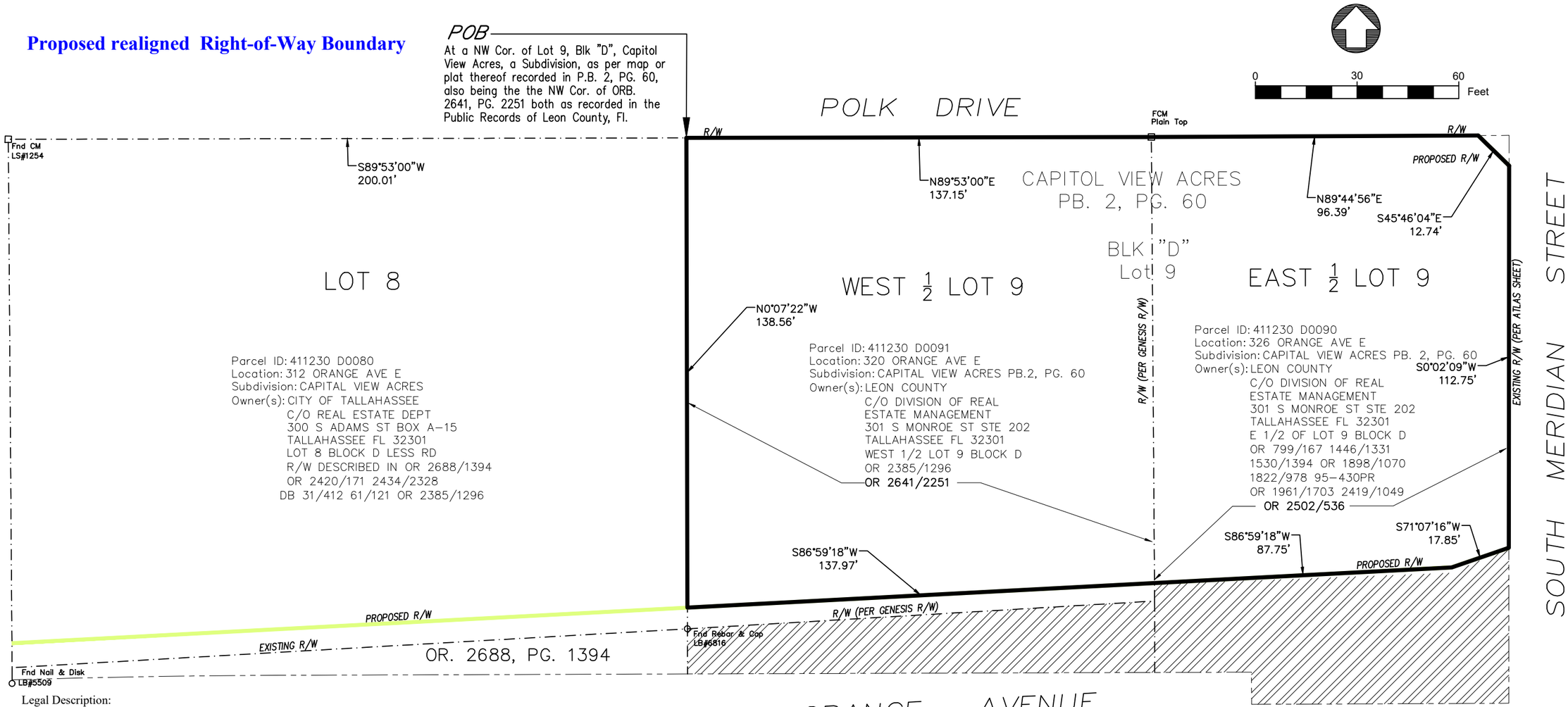


Mapped by: Brighton Campbell
Date: 11/30/23
Path: U:/Requests/campbellb/Kim Vickery/920&926 Orange Ave.aprx

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

Current ROW Boundary

Proposed realigned Right-of-Way Boundary



Legal Description:
A Boundary Survey over Lot 9, Block "D", Capitol View Acres, a Subdivision, as per Map or Plat thereof recorded in Plat 2, Page 60, Official Record Book 2641, Page 2251, and Official Records Book 2502, Page 536, all as recorded in the Public Records of Leon County, Florida, said Boundary being more particularly described as follows:

BEGIN at a Northwest corner of Lot 9, Block "D", Capitol View Acres, a Subdivision, as per Map or Plat thereof recorded in Plat 2, Page 60 and Official Record Book 2641, Page 2251 both as recorded in the Public Records of Leon County, Florida, lying on the South right-of-way boundary of Polk Drive; thence run North 89 degrees 53 minutes 00 seconds East, along said South right-of-way boundary and the North boundary of said Official Record Book 2641, Page 2251, a distance of 137.15 feet to a Found Concrete Monument (Plain Top) marking the Northwest corner of Official Record Book 2502, Page 536 as recorded in the Public Records of Leon County, Florida; thence continue along said South right-of-way boundary and North boundary of said Official Record Book 2502, Page 536, North 89 degrees 44 minutes 56 seconds East, a distance of 96.39 feet intersecting to the (Proposed) Westerly right-of-way boundary of Meridian Street; thence leaving said North and South boundary, run the following course along said (Proposed) Westerly right-of-way boundary: South 45 degrees 46 minutes 04 seconds East, a distance of 12.74 feet; thence run South 00 degrees 02 minutes 09 seconds West, a distance of 112.75 feet intersecting to the (Proposed) Northerly right-of-way boundary of Orange Avenue; thence leaving said (Proposed) Westerly right-of-way boundary; thence run South 71 degrees 07 minutes 16 seconds West, along said (Proposed) Northerly right-of-way boundary, a distance of 17.85 feet; thence continue South 86 degrees 59 minutes 18 seconds West, along said (Proposed) Northerly right-of-way boundary, a distance of 87.75 feet intersecting to the East boundary of said Official Record Book 2641, Page 2251; thence continue South 86 degrees 59 minutes 18 seconds West, along said (Proposed) Northerly right-of-way boundary, a distance of 137.97 feet intersecting to the West boundary of said Official Record Book 2641, Page 2251; thence leaving said (Proposed) Northerly right-of-way boundary, North 00 degrees 07 minutes 22 seconds West, along said West boundary, a distance of 138.56 feet to the **POINT OF BEGINNING**, containing 32,046 square feet (0.74 of an acre), more or less.

Notes:

1. Bearing are based on State Plane Coordinates, NAD83 Florida State Planes, North Zone, US Foot..
2. Information for the description is based on Lot 9, Block "D",, Capitol View Acres, A Subdivision, as recorded in Plat Book 2, Page 60, Official Record Book 2641, PG. 2251, and Official Record Book 2502, Page 536 all as recorded in the Public Records of Leon County, Florida.
3. No improvements located except as shown.
4. Information for this survey is based on deed instruments and Map or Plat as recorded in Public Records of Leon County, Florida.

I hereby certify that this Bundary Survey shown hereon meets the Standards of Practice for Land Surveying in the State of Florida (F.A.C. 5J-17).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

ROBERT D. RODDENBERRY, PSM.
City of Tallahassee Land Surveyor.
Professional Surveyor and Mapper
Florida Registration No.6307

This Sketch Is Not Valid Without the Signature And Raised Seal of the Signing Surveyor.

	INITIAL	DATE	NO.	BY	REVISIONS	DATE
FIELD BOOK 1163\64			1	KLH	PROPOSED RIGHT-OF-WAY AND BOUNDARY.	08-18-2022
DRAWN BY	KLH	08-31-2021	2	KLH	PROPOSED RIGHT-OF-WAY AND BOUNDARY. (YELLOW IN COLOR).	09-12-2022
SURVEYED BY	BR	08-24-2021	3	KLH	PROPOSED RIGHT-OF-WAY AND BOUNDARY ON PARCELS 411230 D0090 and 411230 D0091.	10-11-2023
CHECKED BY	RDR					
SCALE: 1"=30'						

CITY OF TALLAHASSEE
UNDERGROUND UTILITIES AND PUBLIC INFRASTRUCTURE

PROJECT
STAR METRO SOUTHSIDE TRANSIT CENTER
@ THE INTERSECTION OF ORANGE AVE AND MERIDIAN ST

SHEET TITLE
PROPOSED RIGHT-OF-WAY & BOUNDARY
FILE N:\Capital\Survey\SURVEYS 2022\STAR METRO SOUTH SIDE TRANSIT CENTER
PROJECT NO. 2100616-fnd323

Robert D. Roddenberry,PSM
City of Tallahassee
Land Surveyor
Professional Surveyor and Mapper
Florida Registration No.6307
Not Valid Unless Signed & Bearing Embossed Seal

SHEET 1 OF 1

Leon County
Board of County Commissioners

Notes for Agenda Item #8

Leon County Board of County Commissioners

Agenda Item #8

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of a U.S. Department of Justice, Office of Community-Oriented Policing Services, Grant for the Leon County Sheriff's Office and Approval of the Sheriff's Request for Utilization of Law Enforcement Trust Fund Assets

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship Roshaunda Bradley, Budget Director
Lead Staff/ Project Team:	Eryn Calabro, Principal Management and Budget Analyst

Statement of Issue:

This item seeks Board acceptance of a U.S. Department of Justice, Office of Community-Oriented Policing Services, FY23 Law Enforcement Agency De-Escalation grant in the amount of $249,950 on behalf of the Leon County Sheriff's Office (LCSO) to conduct and compile research into successful de-escalation practices; and, as requested by the Sheriff, approval to withdraw $55,951 from the Law Enforcement Trust Fund to support various crime prevention activities and programs.

Fiscal Impact:

This item has a fiscal impact. This item realizes a $249,950 grant on behalf of LCSO. As fiscal agent, the County must accept the grant funds for appropriation in the Sheriff's FY 2024 budget, and approve the Resolution and associated Budget Amendment. Additionally, adequate funding is available in the Law Enforcement Trust Fund to support the Sheriff's request. As of November 17, 2023, the fund has a balance of $55,951.

Staff Recommendation:

Provided on the following page.

Staff Recommendation:

Option # 1: Accept the U.S. Department of Justice, Office of Community-Oriented Policing Services, FY23 Law Enforcement Agency De-Escalation grant in the amount of $249,950, and authorize the County Administrator to execute the Grant Agreement, including any future modifications, subject to legal review by the County Attorney; and authorize the Leon County Sheriff's Office to recognize and spend the funds within the requirements of the Grant Agreement (Attachment #1).

Option #2: Approve the Resolution and associated Budget Amendment to realize the grant funds into the Sheriff's FY 2024 budget (Attachment #2).

Option #3: Approve the transfer of $55,951 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget to support various crime prevention activities and programs.

Report and Discussion

Background:

This item seeks Board acceptance of a U.S. Department of Justice, Office of Community-Oriented Policing Services (COPS Office), FY23 Law Enforcement Agency De-Escalation grant in the amount of $249,950 (Attachment #1) on behalf of LCSO, to compile data and compose research publications related to de-escalation. LCSO training coordinators will use this research in combination with pre-existing de-escalation, duty to intervene, and implicit bias training programs to identify best practices, and compose a comprehensive de-escalation training program. Additionally, as requested by the Sheriff, this item also seeks Board approval to withdraw $55,951 from the Law Enforcement Trust Fund to support various crime prevention activities and programs (Attachment #3).

U.S. Department of Justice, Office of Community Oriented Policing Services, Grant

In March 2023, the COPS Office announced that it was seeking applications for the FY23 Law Enforcement Agency De-Escalation grants. These funds are to be used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

In November 2023, LCSO was notified that the COPS Office had approved its grant application in the amount of $249,950. The COPS Office requires two authorized representatives for its grant acceptance, a Law Enforcement Executive and Government Executive (i.e., County Administrator).

Law Enforcement Trust Fund

Florida law addresses the disposition of liens and forfeited property and allows for the establishment of a special law enforcement trust fund that defines the conditions under which a board of county commissioners can allow proceeds from such a fund to be expended. Section 932.7055(4)-(5), Florida Statutes, provides for disposition of liens and forfeited property as follows:

- The proceeds from the sale of forfeited property shall be disbursed in the following priority: (a) payment of the balance due on any lien preserved by the court in the forfeiture proceedings, (b) payment of the cost incurred by the seizing agency in connection with the storage, maintenance, security, and forfeiture of such property, and (c) payment of court costs incurred in the forfeiture proceeding.
- If the seizing agency is a county or municipal agency (i.e., LCSO), the remaining proceeds shall be deposited in a special law enforcement trust fund established by the board of county commissioners or the governing body of the municipality. Such proceeds and interest earned shall be used for school resource officers, crime prevention, safe

> neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency.

LCSO is typically awarded funds through its participation on local or state task force cases where cash, vehicles, or other property has been seized during the commission of a felony. During court proceedings, the judge awards the cash or proceeds from the sale of property to LCSO. These funds are sent to the County for deposit in the Law Enforcement Trust Fund.

Section 932.7055(5)(b), Florida Statutes, provides the Sheriff's Office the discretion to determine which program(s) will receive the designated proceeds. The funds may be expended upon request by the Sheriff to the Board of County Commissioners, accompanied by a written certification that the request complies with the provisions of section 932.7055(5), Florida Statutes.

Analysis:

U.S. Department of Justice, Office of Community-Oriented Policing Services, Grant

The COPS Office has granted LCSO funds to obtain actionable information and make a meaningful contribution to the developing body of knowledge of effective de-escalation practices. LCSO will use the grant funds to work with research partners at Florida State University and the Florida Sheriffs Association to analyze collected data and compose scholarly research publications related to de-escalation. LCSO training coordinators will use this research in combination with pre-existing de-escalation, duty to intervene, and implicit bias training programs to identify best practices and compose a comprehensive de-escalation training.

As fiscal agent, the County must accept the grant for appropriation in the Sheriff's FY 2024 budget. This item seeks Board acceptance of the COPS Office grant and approval of a Resolution and Budget Amendment appropriating $249,950 into the LCSO FY 2024 budget (Attachment #2).

Law Enforcement Trust Fund

Sheriff Walt McNeil has requested a draw of $55,951 from the Law Enforcement Trust Fund to support various crime prevention activities and programs including Dream Builders, a youth and child development program. The Sheriff has certified that the expenses are allowable and comply with section 932.7055, Florida Statutes.

As of November 17, 2023, a balance of $55,951 is available in the Law Enforcement Trust Fund. If approved, the funds will be disbursed directly from the trust fund.

Options:

1. Accept the U.S. Department of Justice, Office of Community-Oriented Policing Services, FY23 Law Enforcement Agency De-Escalation grant in the amount of $249,950, and authorize the County Administrator to execute the Grant Agreement, including any future modifications, subject to legal review by the County Attorney; and authorize the Leon County Sheriff's Office to recognize and spend the funds within the requirements of the Grant Agreement (Attachment #1).
2. Approve the Resolution and associated Budget Amendment to realize the grant funds into the Sheriff's FY 2024 budget (Attachment #2).
3. Approve the transfer of $55,951 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget to support various crime prevention activities and programs.
4. Do not accept the U.S. Department of Justice, Office of Community Oriented Policing Services, grant in the amount of $249,950.
5. Do not approve the transfer of $55,951 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget to support various crime prevention activities and programs.
6. Board direction.

Recommendation:

Options #1, #2, and #3

Attachments:

1. U.S. Department of Justice, Office of Community-Oriented Policing Services, FY23 Law Enforcement Agency De-Escalation grant award letter
2. Resolution and associated Budget Amendment
3. Law Enforcement Trust Fund letter from the Sheriff

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	LEON COUNTY SHERIFFS OFFICE 2825 MUNICIPAL WAY
City, State and Zip:	TALLAHASSEE, FL 32304
Recipient UEI:	Q9YESJ1UNA89
Project Title: FY23 Leon County Sheriff's Office, FL De-Escalation Grant	**Award Number:** 15JCOPS-23-GG-02545-PPSE
Solicitation Title: FY23 Law Enforcement Agency De-Escalation Grants -Community Policing Development Solicitation	
Federal Award Amount: $249,950.00	**Federal Award Date:** 11/2/23
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/23	**Project Period End Date:** 9/30/25
Budget Period Start Date: 10/1/23	**Budget Period End Date**: 9/30/25

Project Description:

The Leon County Sheriffs Office (LCSO) conducted an exploratory analysis of existing research related to de-escalation in the United States finding severely lacking results. It was determined that, as a whole, law enforcement is proficient in documenting its failures in de-escalation (offense and use-of-force reporting) but ineffective at documenting successes. To obtain actionable information and make a meaningful contribution to this developing body of knowledge, LCSO will work with research partners at the Florida State University and the Florida Sheriffs Association to analyze collected data and compose scholarly research publications related to de-escalation. LCSO training coordinators will use this research in combination with pre-existing de-escalation, duty to intervene, and implicit bias training programs to identify best practices and compose a comprehensive de-escalation training program.

Award Letter

November 2, 2023

Dear Elise Gann,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by LEON COUNTY SHERIFFS OFFICE for an award under the funding opportunity entitled 2023 FY23 Law Enforcement Agency De-Escalation Grants - Community Policing Development Solicitation. The approved award amount is $249,950.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
LEON COUNTY SHERIFFS OFFICE

UEI
Q9YESJ1UNA89

ORI Number

Street 1
2825 MUNICIPAL WAY

Street 2

City
TALLAHASSEE

State/U.S. Territory
Florida

Zip/Postal Code
32304

Country
United States

County/Parish

Province

Award Details

Federal Award Date
11/2/23

Award Type
Initial

Award Number
15JCOPS-23-GG-02545-PPSE

Supplement Number
00

Federal Award Amount
$249,950.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 FY23 Law Enforcement Agency De-Escalation Grants -Community Policing Development Solicitation

Awarding Agency

COPS

Application Number

GRANT13884546

Grant Manager Name

LATOSHIA AUSTIN

Phone Number

202-598-1548

E-mail Address

Latoshia.Austin@usdoj.gov

Project Title

FY23 Leon County Sheriff's Office, FL De-Escalation Grant

Performance Period Start Date

10/01/2023

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2025

Project Description

The Leon County Sheriffs Office (LCSO) conducted an exploratory analysis of existing research related to de-escalation in the United States finding severely lacking results. It was determined that, as a whole, law enforcement is proficient in documenting its failures in de-escalation (offense and use-of-force reporting) but ineffective at documenting successes. To obtain actionable information and make a meaningful contribution to this developing body of knowledge, LCSO will work with research partners at the Florida State University and the Florida Sheriffs Association to analyze collected data and compose scholarly research publications related to de-escalation. LCSO

training coordinators will use this research in combination with pre-existing de-escalation, duty to intervene, and implicit bias training programs to identify best practices and compose a comprehensive de-escalation training program.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/5/23 9:57 AM

Comments
No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	$0	$0	$0	
Civilian or Non-Sworn Personnel:	$223,140	$0	$223,140	
Travel:	$0	$0	$0	
Equipment:	$0	$0	$0	
Supplies:	$4,070	$0	$4,070	
SubAwards:	$0	$0	$0	
Procurement Contracts:	$0	$0	$0	
Other Costs:	$0	$0	$0	
Total Direct Costs:	$227,210	$0	$227,210	
Indirect Costs:	$22,740	$0	$22,740	
Total Project Costs:	$249,950	$0	$249,950	
Federal Funds:	$249,950	$0	$249,950	100.00%
Match Amount:	$0	$0	$0	0.00%

Program Income:	$0	$0	$0	0.00%

Budget Category
Sworn Officer
Civilian Personnel
Travel
Equipment
Supplies
SubAwards
Procurement Contracts
Other Costs
Indirect Costs

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[ ]

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions

in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the

U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an

internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:
I. Trafficking in persons.
a. Provisions applicable to a recipient that is a private entity.
1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
ii. Procure a commercial sex act during the period of time that the award is in effect; or
iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
A. Associated with performance under this award; or
B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.
b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
i. Associated with performance under this award; or
ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.
c. Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and
ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
d. Definitions. For purposes of this award term:
1. “Employee” means either:
i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
ii. Includes:
A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section

103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
(3) When the recipient agrees to the termination and termination conditions.
(4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

6

Award Owner’s Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency’s progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency’s community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient’s award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
A. Reporting of Matters Related to Recipient Integrity and Performance
1. General Reporting Requirement
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report
Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures
Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency
During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management and Universal Identifier Requirements
A. Requirement for System for Award Management
Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current

information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier
If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions
For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

c. A domestic for-profit organization; and

d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency’s award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2023, Public Law 117-328, Division B, Title V, Section 527.

25

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

26

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

27

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

28

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

29

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

30

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

32

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

34

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

35

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

37

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior

approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

38

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.
In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.
The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well?qualified in the subject area and skilled in presenting it.
Trainers must possess the subject?matter knowledge and the subject?specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.
Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the

federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	HUGH CLEMENTS	9/13/23 1:48 PM

Authorized Representative

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2023/2024; and,

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

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

Adopted this 12th day of December, 2023.

LEON COUNTY, FLORIDA

By:_____
Carolyn D. Cummings, Chair
Board of County Commissioners

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

By:_____

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

By:_____

FISCAL YEAR 2023/2024
BUDGET AMENDMENT REQUEST

No: BAB24011
Date: 11/15/23

Agenda Item No:
Agenda Item Date: 12/12/23

County Administrator
Vincent S. Long

Assistant County Administrator
Ken Morris

Request Detail

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
125	954004	331294	000	LCSO 23 COPS Grant 900003	-	249,950	249,950
					Subtotal:	249,950	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
125	950	591110	581	Transfer to 110	1,279,774	249,950	1,529,724
					Subtotal:	249,950	

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
110	950	381125	000	Transfer from 125	1,279,774	249,950	1,529,724
					Subtotal:	249,950	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
110	515	59304	586	Sheriff Grants	611,564	249,950	861,514
					Subtotal:	249,950	

Purpose of Request

This budget amendment appropriates $249,950 in grant funding from the U.S. Department of Justice, Office of Community Oriented Policing Services on behalf of LCSO to conduct research into successful de-escalation practices and identify best practices and compose a comprehensive de-escalation training program.

Division/Department
2617/26

Roshaunda Bradley, Budget Director

Scott Ross, Director, Office of Financial Stewardship

Approved By: **Resolution** [X] **Motion** [ ] **Administrator** [ ]

DocuSign Envelope ID: 97FF22C6-1637-4F6E-8C96-A64F02A9F886

Sheriff **Walt McNeil**
LEON COUNTY SHERIFF'S OFFICE
HONESTY & INTEGRITY ACCOUNTABILITY TEAMWORK TRUST & RESPECT COMMITMENT TO EXCELLENCE

November 17, 2023

Honorable Chairwoman Carolyn D. Cummings, Esq.
Board of County Commissioners
Leon County Courthouse
301 S. Monroe Street
Tallahassee, FL 32301

Dear Chairwoman Cummings,

The Leon County Sheriff's Office respectfully requests a draw from the Law Enforcement Trust Fund in the amount of $55.951.44 to be utilized in support of various crime prevention activities and programs.

The Sheriff's Office certifies the expenditures are allowable and comply with Section 932.7055 F.S. Please feel free to call me if you have questions.

DocuSigned by:
Elise M. Gann
C4F6472C739A4AF...

Elise M. Gann
Chief Financial Officer
Leon County Sheriff's Office

cc: Sheriff Walt McNeil
Assistant Sheriff Ron Cave

Leon County
Board of County Commissioners

Notes for Agenda Item #9

Leon County Board of County Commissioners

Agenda Item #9

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed Revisions to the Consolidated Minority, Women, and Small Business Enterprise Policy

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Artie White, Director, Department of P.L.A.C.E.
Lead Staff/ Project Team:	Melanie Hooley, Purchasing Director Keith Bowers, Director, Office of Economic Vitality Darryl Jones, Deputy Director, Minority, Women, & Small Business Enterprise Division

Statement of Issue:

This item seeks Board approval of revisions to the consolidated Minority, Women, and Small Business Enterprise (MWSBE) Policy based on the recommendations of the 2022 Disparity Study Update.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the revised consolidated Minority, Women, and Small Business Enterprise Policy (Attachment #1).

Report and Discussion

Background:

This item seeks Board approval of revisions to the consolidated Minority, Women, and Small Business Enterprise (MWSBE) Policy (Attachment #1) based on the recommendations of the 2022 Disparity Study Update.

The consolidated MWSBE Policy became effective on April 1, 2020, and all new solicitations issued by the City, County, and Blueprint Intergovernmental Agency (Blueprint) have followed the consolidated MWSBE Policy as administered by the Tallahassee – Leon County Office of Economic Vitality (OEV) MWSBE Division. Leon County's procurement process is governed by the terms of the consolidated MWSBE Policy and the provisions of Policy No. 96-1, "Purchasing Policy." The MWSBE Policy incorporates goals to reduce disparity in local government procurement in the region. On February 9, 2023, the Blueprint Board accepted the 2022 Disparity Study Update and its recommendations and directed staff to work with the City of Tallahassee Procurement and Leon County Purchasing departments to further evaluate the 2022 Disparity Study Update recommendations for updates and amendments to the consolidated MWSBE Policy.

On September 21, 2023, the Blueprint Intergovernmental Agency Board (IA Board) approved the revised MWSBE Policy which does not include any changes to the aspirational goals. It is anticipated the that the revised Policy will be considered for adoption by the City Commission on January 17, 2024. This item seeks Board approval of the recommended updates and revisions to the consolidated MWSBE Policy.

Analysis:

The July 11, 2023 "Status Report on the County's FY 2021 and FY 2022 Minority and Women Business Enterprises Expenditures" (Attachment #2), reported that Leon County exceeded the cumulative aspirational goals and values in each fiscal year as noted in Table 2. The recommended changes to the current consolidated MWSBE Policy, as detailed further in the next section of this analysis beginning on Page #3, are intended to ensure that MWBE utilization for Leon County projects remains sustainable, and/or increases into the years ahead.

Recent data, as reflected in Table 1 below, shows utilization of MWBE firms above aspirational targets.

Table 1: Total MWBE Utilization for FY 2021 and FY 2022

	2021 MBE Total	**2021 WBE Total**	**2022 MBE Total**	**2022 WBE Total**
Aspirational Targets	$1,616,784	$1,315,510	$1,182,871	$1,202,424
Actual Expenditures	$2,227,543	$4,692,629	$2,813,381	$2,160,631
Goal Attainment	138%	357%	238%	180%

2022 DISPARITY STUDY UPDATE RECOMMENDATIONS:

Recommendation A: Mandatory Pre-Bid Meetings
The 2022 Disparity Study Update recommends making pre-bid meetings mandatory (in person, virtual, or both) for potential prime respondents for projects with MWSBE aspirational targets assigned. A pre-bid meeting aims to ensure a complete understanding of all aspects and advantages of the supplier diversity options managed by OEV and project details, the scope of work, and the solicitation documents.

Implementation: The attached revised consolidated MWSBE Policy incorporates this recommendation within Section VIII, with a new subsection "A," titled "Pre-Bid Meetings."

Recommendation B: Subcontractor Inclusion in Pre-bid Meetings
The 2022 Disparity Study Update recommends that OEV encourage subcontractors to attend pre-bid meetings to help facilitate opportunities to network and build relationships with prime contractors and subcontractors.

The attached revised consolidated MWSBE Policy incorporates this recommendation within Section VIII, with a new subsection "A," titled "Pre-Bid Meetings," and includes an explicit provision that subcontractors may attend the pre-bid meetings.

Recommendation C: Advertisement Assistance
The 2022 Disparity Study Update recommends that OEV provide additional assistance to bidders to facilitate MWSBE opportunities better. OEV has networks and points of contact for bidders to access and connect with potential subcontractors.

Implementation: This recommendation is an administrative process that does not require an amendment to the consolidated MWSBE Policy. This recommendation will be implemented as a process improvement of the MWSBE Division.

Recommendation D: Written Notices and Follow-Ups to MWSBEs
The 2022 Disparity Study Update consultant, MGT, recommends that efforts be made to ensure clear guidance regarding consistency in notices from bidders to MWSBE firms. This recommendation also suggests that prospective subcontractors be notified of upcoming procurement opportunities from prospective bidders 10-15 days before bids are due. Presently, the methods for primes to communicate with subcontractors are varied.

Implementation: The attached revised consolidated MWSBE Policy incorporates a portion of this recommendation within Section VIII, with amendments to the Good Faith Documentation subsections. The MWSBE Division will administratively provide sample forms to increase consistency in notices used by bidders.

Recommendation E: Implement Vendor Rotation System
The 2022 Disparity Study Update recommends that OEV and the three jurisdictions consider, but did not mandate, utilizing a vendor rotation system for smaller prime contracts to increase the

opportunity for MWBE and SBE firms to do business as primes. Presently, no purchasing/procurement policy ensures that all pre-qualified bidders are utilized without a policy for rotation.

Implementation: The attached revised consolidated MWSBE Policy incorporates this recommendation within Section IX, with a new subsection "D," titled "Rotation System" for selecting firms for services provided under a continuing services agreement. The rotation selection of a firm may depend on the firm's availability to meet project schedules and pricing.

Recommendation F: Right to Audit Language in Contracts
The OEV and the three jurisdictions should consider incorporating audit language in all contracts. Prime contractors must maintain subcontract/supplier documentation for all subcontractor firms for a certain period; the time will match the State's record retention policy. This requirement can be an essential tool for monitoring and compliance.

Implementation: The attached revised consolidated MWSBE Policy incorporates this recommendation within Section VIII, within subsection "J," titled "Contract Compliance," and includes the provision that the City, County, and Blueprint will incorporate in their procurement contracts the requirement to maintain contract records as prescribed by Florida law and the record retention policy.

ADDITIONAL AMENDMENTS

Additional amendments to the MWSBE Policy include clarification of the MWSBE Division's assignment of aggregate aspirational goals, commercially useful function, and technical amendments to correct grammar, punctuation, or minor matters (e.g., table of contents update, and background information adding a reference to the completion of the 2022 Disparity Study Update).

LEON COUNTY POLICY NO. 96-1 PURCHASING POLICY

Based on the recommendations of the 2022 Disparity Study Update, no amendments to Leon County Policy 96-1 are required. Leon County procurement activities are consistent with the proposed revisions to the consolidated MWSBE Policy. Employees are encouraged to seek out and utilize certified minority, women-owned, and small business enterprises in the procurement process when available.

NEXT STEPS

On September 21, 2023, the IA Board approved the recommended policy revisions to the consolidated MWSBE Policy. Based upon that approval, MWSBE Division staff have been tasked with the following:

- Work with City and County staff to bring the consolidated MWSBE Policy to the City of Tallahassee and Leon County Government for approval and inclusion in their respective procurement policies.
- Upon approval of the consolidated MWSBE Policy by the Blueprint Board, Board of County Commissioners and the City Commission, OEV staff will host stakeholder

meetings with the appropriate industry associations on the revised MWSBE Policy, including the Chambers of Commerce.

- Finalize the B2G Now software system integration for all three entities to enhance contract monitoring and compliance and enable data capture before the next Disparity Study.

The proposed revisions to the consolidated MWSBE Policy will increase the utilization of minority and women-owned businesses, stimulating job creation for distressed and targeted communities. The revised policy will be effective upon adoption by the IA Board, Board of County Commissioners and the City Commission, with an anticipated effective date of February 15, 2024.

The MWSBE Division strives to build capacity for MWSBE firms and stimulate job creation in our local economy by utilizing joint ventures, partnerships, associations, apprenticeships, externships, and mentor-protégé relationships. The MWSBE Division will evaluate the effectiveness of the Policy amendments.

Options:

1. Approve the revised consolidated Minority, Women, and Small Business Enterprise Policy (Attachment #1).
2. Do not approve the revised consolidated Minority, Women, and Small Business Enterprise Policy.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Revised Consolidated Minority, Women, and Small Business Enterprise Policy
2. July 11, 2023 Status Report on the County's FY 2021 and FY 2022 Minority and Women Business Enterprises Expenditures

Proposed Revised Consolidated Minority, Women, and Small Business Enterprise Policy

Proposed effective date February 15, 2024

Approved by the Blueprint Intergovernmental Agency Board
on September 21, 2023

To be considered for approval by the Board of County
Commissioners on December 12, 2023

To be considered for approval by the City of Tallahassee
Commission on January 17, 2024

MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISE POLICY

Leon County Government

City of Tallahassee

Office of Economic Vitality

OFFICE OF ECONOMIC VITALITY
MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISE POLICY

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I. AUTHORITY

This policy supersedes City of Tallahassee MWSBE Policies 16.5, adopted January 22, 2014, and Leon County Purchasing Policy No. 96-1 Part B, adopted June 20, 2017. The City of Tallahassee, FL (City) adopted this policy on (date). Leon County Government (County) adopted this policy on (date). The Blueprint Intergovernmental Agency (Blueprint) Board of Directors (IA Board) adopted this policy on January 30, 2020. This consolidated policy will be administered by the Minority, Women, and Small Business Enterprise (MWSBE) Division of the Office of Economic Vitality (OEV). Following approval of all three entities, this policy will become effective on April 1, 2020.

II. SCOPE AND APPLICABILITY

This policy is applicable to solicitations advertised by any and all City, County, and Blueprint officials and departments.[1] All three entities reserve those rights set forth in their respective purchasing and procurement policies to the extent they are not in conflict with this MWSBE Policy.

III. POLICY STATEMENT

Pursuant to City of Tallahassee Administrative Policies and Procedures Manual Section No. 1204 and Leon County Government Policy No. 18-1, the City, County, and Blueprint will not tolerate any form of discrimination in any of their programs, services, or activities.

The Small Business Enterprise (SBE) Program is race- and gender-neutral and intended to promote City, County, and Blueprint utilization of SBE firms. The Minority Women Business Enterprise (MWBE) Program outlined in this policy is narrowly tailored to remedy discrimination documented in the 2019 Disparity Study conducted by MGT of America, Inc., and accepted by the IA Board at its meeting held June 27, 2019. The 2019 Disparity Study identified disparity in City, County, and Blueprint spending sufficient to support a race- and gender-conscious MWBE program for all three entities. On February 9, 2023, the IA Board approved and accepted the recommendations of the 2022 Updated Disparity Study conducted by MGT of America.

The City, County, and Blueprint intend to institute and maintain an MWBE Program and an SBE Program that provide for:

A. Representative utilization of MWSBE firms in all aspects of City, County, and Blueprint procurement activity.

[1] Although the City of Tallahassee Procurement Services Division administers solicitations for the Consolidated Dispatch Agency (CDA) and Capital Region Transportation Planning Agency (CRTPA), this policy does not apply to the solicitations of the CDA and does not apply to the solicitations of the CRTPA.

B. Elimination of any institutional and procedural barriers which would prohibit active participation in City, County, and Blueprint procurement opportunities.

C. Training, education and technical assistance to enhance opportunities for MWSBE firm participation in the City, County, and Blueprint purchasing and contracting activities.

D. Public information on the opportunities available for doing business with the City, County, and Blueprint.

IV. OBJECTIVES

A. To provide minority, women, and small businesses in the Market Area equal access and opportunities to compete and be awarded contracts and purchases.

B. To remedy any disparate treatment of minority, women, and small businesses attempting to do business with the City, County, and/or Blueprint.

C. To effectively communicate procurement and contracting opportunities, business and professional development resources for minority, women, and small businesses.

V. BACKGROUND

In 2016, the City and County merged their respective supplier diversity offices into the Office of Economic Vitality (OEV) Minority, Women, and Small Business Enterprise (MWSBE) Division. OEV commissioned the Disparity Study in 2017 to determine whether evidence of disparity existed in the market, and if so, whether that disparity was sufficient to support an MWSBE Program that serves the City, County, and Blueprint.

In 2019 the Disparity Study revealed evidence of disparity sufficient to support the continuation of a race- and gender-conscious MWBE Program, as well as a single, consolidated MWBE Program and aspirational goals that serve all three entities. The IA Board accepted the 2019 Disparity Study at its June 27, 2019 meeting and directed staff to develop this policy with the support of City, County, and Blueprint staff and officials as well as external stakeholders in the contracting community.

On February 9, 2023, the IA Board approved and accepted the recommendations of the 2022 Updated Disparity Study conducted by MGT of America. MGT did not recommend any changes to the aspirational goals as a result of the 2022 Updated Disparity Study. This Policy has incorporated five of the ~~———~~six recommendations. The recommendation that was not incorporated was Recommendation C: Advertisement Assistance, which will be implemented as a process of the MWSBE Division.

VI. DEFINITIONS

The terms and words used in this policy are defined below.

1. "Affiliate" or "Affiliation" – When the owner of a firm either directly or indirectly controls or has the power to control another firm; a third party or parties controls or has the power to control both; or other relationships between or among parties exist such that affiliation may be found between the two firms. A firm is an affiliate of another when the owner of the firm has possession, direct or indirect of either: (i) the ownership of or ability to direct the voting of, as the case may be, more than fifty percent (50%) of the equity interest, value, or voting power of such firm, or (ii) the power to direct or cause the direction of the management and policies of such firm whether through the ownership of voting securities by contract or otherwise. In determining whether a firm is an affiliate with another firm or with an owner of another firm, consideration will be given to all appropriate factors including but not limited to common ownership, common management, contractual relationship, and shared facilities.

2. "Applicant" – a person who has submitted an application for certification as an MBE, WBE, or SBE to the MWSBE Division of the Office of Economic Vitality.

3. "Apprentice" – Any person who is enrolled in and participating in an apprenticeship program registered with the Florida Department of Education or the United States Department of Labor. If a registered apprenticeship program does not exist for the type of work on the construction project, then apprentice means any person who is participating in a company-sponsored training program for that type of work.

4. "Apprenticeship or externship relationship" – The relationship between a prime or subconsultant or subcontractor and apprentices or externs participating in a qualifying apprenticeship or externship program.

5. "Award" – The final selection of a respondent for offer of a specified prime contract or subcontract dollar amount. Awards are made by the City, County, and Blueprint to prime contractors or consultants or by prime contractors or consultants to subcontractors or subconsultants, usually pursuant to solicitations.

6. "Broker" **–** A person or firm engaged as a subcontractor or subconsultant whose sole involvement in a contract is for the purpose of collecting a broker's commission or fee, and with the intent of not performing any of the direct labor activities or services by his or her employees, and who subcontracts his or her portion of the work to another firm or firms.

7. "Business days" – Monday through Friday, 8:00am to 5:00pm EST (not including City, County, or Blueprint observed holidays).

8. Business Categories for which the City, County, and Blueprint have established MWBE Aspirational Goals include the following and have the following meaning:

a) “Architecture & Engineering” – Architectural or engineering services provided by an appropriately licensed professional architect or engineer or by a professional architectural or engineering firm related to architectural or engineering services.

   i. “Architecture” - When provided by an appropriately licensed architect or architectural firm that employs appropriately licensed architects, "architecture" will mean the rendering or offering to render services in connection with the design and construction of a structure or group of structures which have as their principal purpose human habitation or use, and the utilization of space within and surrounding such structures. These services include planning, providing preliminary study designs, drawings and specifications, job-site inspection, and administration of construction contracts.

   ii. "Engineering" – Will include the term “professional engineering” and, when provided by an appropriately licensed professional engineer, licensed engineer, or an engineering firm that employs appropriately licensed professional or licensed engineers, “engineering” will mean any service or creative work, the adequate performance of which requires engineering education, training, and experience in the application of special knowledge of the mathematical, physical, and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning, and design of engineering works and systems, planning the use of land and water, teaching of the principles and methods of engineering design, engineering surveys, and the inspection of construction for the purpose of determining in general if the work is proceeding in compliance with drawings and specifications, any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects, and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, pneumatic, or thermal nature, insofar as they involve safeguarding life, health, or property; and includes such other professional services as may be necessary to the planning, progress, and completion of any engineering services.

b) “Construction” – Services that include the building, attaining, repairing, improving, or demolishing any public structure or building, or other public improvement of any kind to any public real property. “Construction” does not include routine operation, routine repair, or routine maintenance of existing buildings or facilities.

c) “Professional Services” – Any service provided by a person or firm that is of a professional nature, with special licensing, educational degrees, and unusual or highly specialized expertise. Examples include, but are not limited to Financial Services, Legal Services, Medical Services, and Advertising/Marketing Services. “Professional Services” do not include “Architecture & Engineering,” which is separately defined herein.

d) “Other Services” – Any service that is labor intensive and not considered professional or construction services as defined above. Examples include, but are not limited to maintenance services, janitorial services, lawn services, employment services, and printing services.

e) “Materials and Supplies/Purchases” – Equipment and consumable items purchased in bulk or deliverable products. Examples of such include, but are not limited to equipment and parts, chemicals, and paper products.

9. "Calendar Days" – All days of the week.

10. "Certification" – Verification that a business meets all eligibility criteria for participation in the MWSBE Program as an SBE and/or an MBE or WBE.

11. "Certification Application" – Forms and documents an applicant must complete to be considered for Certification.

12. "Certified Minority Business Enterprise" – A for-profit business which has been certified to be a minority-owned business enterprise by the MWSBE Division of the Office of Economic Vitality.

13. "Certified Women Business Enterprise" – A for-profit business which has been certified to be a woman-owned business enterprise by the MWSBE Division of the Office of Economic Vitality as defined in this policy (not included in a minority group).

14. "Change Order" – Modification to the work scope, cost, or schedule phasing of a capital project contract, as authorized by the appropriate City, County or Blueprint authority. Also, for purposes of this policy, Change Order will include budget transfers and supplemental appropriations.

15. "Commercially Useful Function" (CUF) - A business performs a "Commercially Useful Function" when the business: (a) is responsible for the execution of a distinct element of work or services; (b) carries out its obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business, services and function; and (d) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A prime contractor or consultant, subcontractor or subconsultant, or supplier will not be considered to perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MWBE participation.

16. "Consultant" - Any person, firm, or legal entity that provides professional services governed by the Florida Consultants Competitive Negotiation Act and that has entered into a contract with the City, County, or Blueprint, or any of their contracting agencies.

17. "Contract" - Any agreement, regardless of what it may be called, between the City or County and a person, firm or legal entity to provide or procure labor, materials, supplies, or services to, for, or on the behalf of the City or County.

18. "Contractor" - Any person, firm, or legal entity, except those governed by the Consultants Competitive Negotiation Act, that has entered into a contract with the City, County, or Blueprint, or any of their contracting agencies.

19. "Control" – An applicant firm owner exercises control over the firm's operations, work, management, and policy. Indication of control may include the following:

    a) Applicant firm owner(s) must demonstrate the ability to make unilateral and independent business decisions as needed to guide the future and destiny of the business, and their business must not be subject to any formal or informal restrictions that limit the customary discretion of such owner(s). There can be no restrictions through corporate provisions, by-law provisions, contracts or any other formal or informal devices that prevent the owner(s)

from making any business decision of the firm without the cooperation or vote of another entity or person that is not an owner(s) or who would not be eligible for the MWBE Program.

b) Applicant firm owner(s) must control the day-to-day operations of the business in critical area(s). Administrative responsibilities alone are not sufficient to prove control. The owner(s) may delegate various areas of the management or daily operations of the business to other persons, who would not be eligible for the MWBE Program or who are not owners, only if such delegation is typical in the industry for such business and such delegation is revocable.

c) Applicant firm owner(s) must have an overall understanding of, and managerial and technical competence, experience, and expertise directly related to the firm's operations and work.

20. "Director of PLACE" – The Director of the Department of Planning, Land Management, and Community Enhancement (PLACE).

21. "Front" – A business that intentionally and/or falsely holds itself out as a business that is controlled or owned at least 51% by a minority or minorities, or by a woman or women, when in fact it is not.

22. "Good faith effort" – Effort made in good faith by a respondent to meet project specific MWBE goals. Respondents may demonstrate good faith effort by meeting the project specific goals, or by demonstrating it has made reasonable effort to do so by submitting documentation of good faith effort.

23. "Graduation" – A firm's ineligibility to be certified as an MWSBE firm with the MWSBE Division of the Office of Economic Vitality because the firm has exceeded the size standards set forth in this policy.

24. "Independent" – A firm whose viability does not depend on its relationship with another firm is independent. Recognition of an applicant firm as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent. Indicators that a firm is independent include: (i) relationships with other businesses in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources; (ii) whether present or recent family, or employer/employee relationships compromise the applicant owner(s)' independence; and (iii) whether the applicant owner(s)' exclusive or primary dealings with a prime contractor compromises the applicant owner(s)' independence.

25. "Joint Venture" – As used in this policy is a short-term business association—a separate legal entity like a corporation or LLC—consisting of certified MWBE firm(s) and non-MWBE firm(s) or certified MWBE firms formed to carry on a single business activity which is limited in scope and duration, which the parties jointly undertake for a transaction, for which they combine their property, capital, efforts, skills, and knowledge. Generally, each party will contribute assets and share risks. Joint ventures can involve any type of business transaction and the parties involved can be individuals, groups of individuals, companies, or corporations.

26. "Market Area" – The geographical area consisting of the following Florida counties: Leon, Gadsden, Jefferson, and Wakulla.

27. "Majority Ownership" or "Majority Owner" – Owning no less than 51% of a business enterprise.

28. “Manufacturer” – Will mean a person or firm engaged in the process of making, fabricating, constructing, forming or assembling a product(s) from raw, unfinished, semi-finished, or finished materials through a direct contract/agreement on behalf of the general contractor.

29. “Mentor-Protégé relationship” - A Mentor-Protégé relationship exists when an experienced company, firm, or individual (Mentor) provides assistance and training to an MWBE firm (Protégé).

30. “Minority Business Enterprise” (MBE) – A firm whose MBE Certification is recognized, current, and accepted by the MWSBE Division of the Office of Economic Vitality.

31. “Minority or Women Business Enterprise” (MWBE) – Refers jointly to MBE and WBE firms or the policies and procedures related thereto.

32. “Minority Person” or “Minority” - An individual who is a citizen of the United States, or a lawfully admitted permanent resident, and who identifies himself or herself as being African, Hispanic, Asian, or Native American.

    a) “African American” – All persons having origins in any of the Black racial groups of Africa.

    b) “Hispanic American” – All persons having origins from a Hispanic country regardless of race.

    c) “Asian American” – All persons having origins in the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.

    d) “Native American” - Persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians.

33. “Minority, Women, or Small Business Enterprise” (MWSBE) – Refers collectively to MBE, WBE, and SBE firms or the policies and procedures related thereto.

34. “MWSBE Director” – The Director of the MWSBE Division of the Office of Economic Vitality.

35. “MWSBE Program” – The programs and efforts under the provisions of this policy, either directly or through partners, to enhance participation in City, County, and Blueprint contracts to achieve parity between spending with MBE, WBE, and SBE firms and their existence in the local market.

36. “NAICS (North American Industry Classification System)” – The standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

37. “Office of Economic Vitality (OEV) Director” - The Director of the Office of Economic Vitality.

38. “Owner” or “Ownership” – The person(s) who own(s) a business.

39. “Participation Plan” – The portion of a response to a solicitation provided by a respondent giving detailed information regarding respondent’s plan to meet the project specific goals contained in the solicitation, intention to comply with this policy, and intention to utilize certified MBE and WBE firms to meet the project specific goals.

40. "Partnership or Association" - A short-term business association—a partnership or association—consisting of certified MWBE firm(s) and non-MWBE firm(s) or certified MWBE firms formed to carry on a single business activity which is limited in scope and duration, which the parties jointly undertake for a transaction, for which they combine their property, capital, efforts, skills, and knowledge. Generally, each party will contribute assets and share risks. Partnerships or Associations can involve any type of business transaction and the parties involved can be individuals, groups of individuals, companies, or corporations. For the purposes of this policy, Partnerships and Associations are held to all the same standards as Joint Ventures with the exception of the requirement that the businesses form a separate legal entity.

41. "Pre-Bid Meetings" or "Pre-Proposal Meetings" – A meeting held for respondents to gather information about a solicitation prior to the respondent due date.

42. "Prime" – A person or firm who is qualified and responsible for the entire project, who may have one or more subcontractors or subconsultants, and with whom the City, County, or Blueprint has a direct contractual relationship. A prime contractor provides goods or performs a service not governed by section 287.055, Florida Statutes. A prime consultant performs professional architectural, engineering, landscape architectural, or surveying and mapping services governed by section 287.055, Florida Statutes.

43. "Principal Place of Business" – A location wherein a firm maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.

44. "Present Business Relationship" – A shared space, equipment, financing, employees, or both firms having some of the same owners.

45. "Project specific goals" – The percentage of MBE and WBE participation for a particular procurement opportunity.

46. "Purchasing" or "Procurement" - Buying, renting, leasing or otherwise obtaining or acquiring any goods, supplies, materials, equipment, or services.

47. "Regular Dealer" – A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

    (a) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment will be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

    (b) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

48. "Reserved" – A contracting practice restricting eligibility for the competitive award of a contract solely to SBE firms.

49. "Respondent" – The person or party that responds to a solicitation.

50. "Response" – A bid, proposal, statement of qualifications, or other response to a solicitation.

51. "Small Business Enterprise" (SBE) – A firm whose SBE Certification is recognized, effective, and accepted by the MWSBE Division of the Office of Economic Vitality.

52. "Small Business Enterprise Program" (SBE Program) – Those components of this policy that target increased participation of SBE firms in City, County, and Blueprint procurement, including the coordination with other entities and agencies that assist small businesses through various means such as education and networking.

53. "Solicitation" – Any request for proposals, request for qualifications, invitation for bids, invitation to bid, or other document issued by the City, County, or Blueprint seeking goods or services.

54. "Solicitation Development Meeting" – An internal staff meeting to create and develop solicitations and discuss potential MWBE goals, SBE reserved or unbundling, or other elements of this policy applicable to the solicitation under development.

55. "Subcontract" - Any agreement, arrangement, or understanding, written or otherwise, between a prime contractor or consultant and any party (in which the parties do not stand in relationship of employer and employee) which assigns some of the obligations of the contract:

    a) For the furnishing of supplies or services or for the use of real personal property; including lease arrangements which, in whole or in part, are utilized in the performance of one or more contracts with the City, County, or Blueprint; or

    b) Under which any portion of the prime's obligation under one or more contracts with the City, County, or Blueprint is performed, undertaken, or assumed.

56. "Supplier" - A business that furnishes needed items to a prime contractor or consultant, and (i) is either involved in the manufacture or distribution of the supplies or materials; or (ii) otherwise warehouses and ships the supplies.

57. "Tallahassee-Leon County MWSBE Citizens Advisory Committee" - Consists of eleven members: four appointed by the County Commission, four appointed by the City Commission, and one nominated appointee each from the Big Bend Minority Chamber of Commerce, Capital City Chamber of Commerce, and the Greater Tallahassee Chamber of Commerce. Members serve two-year terms with vacancies being filled for the remainder of a term; and, reappointments will be limited to three consecutive terms. The Committee will be chaired by a Chairperson nominated and elected by the members of the Committee.

58. "Unbundle" – The act of separating projects or large projects into smaller projects which may be more suitable for MWSBE participation.

59. "Woman" or "Women" ~~–~~ A ~~n American~~ woman who has not self-identified, within the definition of this policy, as a Minority Person or Minority.

60. "Women Business Enterprise" (WBE) - A business whose WBE Certification is recognized, effective, and accepted by the MWSBE Division of the Office of Economic Vitality.

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VII. ORGANIZATION AND RESPONSIBILITY

A. City of Tallahassee City Commission, Leon County Government, and IA Board

The City of Tallahassee City Commission, Leon County Government, and IA Board are responsible for policy decisions as they relate to the MWBE Program and SBE Program.

B. Intergovernmental Management Committee (IMC) and Director of PLACE

The IMC, consisting of the City Manager and County Administrator, and the Director of PLACE are responsible for:

1. The joint administration of the MWBE and SBE Programs.
2. Promulgation of any amendments to this policy to ensure consistency with any law, regulation, or grant requirement.

C. MWSBE Division of the Office of Economic Vitality

The MWSBE Division is responsible for:

1. The administration and management of the MWBE and SBE Programs on a day-to-day basis, including organizing or participating in pre-solicitation development meetings with City, County, and Blueprint.
2. Certification of MBE, WBE, SBE, and DBE firms.
3. Scoring of MBE, WBE components of solicitations.
4. Receiving and evaluating quarterly MWSBE Participation Reports and providing a quarterly and annual report on MWSBE participation.
5. Reviewing forthcoming City, County, and Blueprint solicitations to generate an awareness by MWSBE firms of potential opportunities.
6. Providing technical assistance and training to MWSBE firms to facilitate a better understanding of solicitation and contracting procedures.
7. Maintaining communication with minority and non-minority contractor's associations, the construction industry, financial institutions, community organizations, and businesses in general.
8. Monitoring of City, County, and Blueprint contracts with MWSBE participation and assisting in resolution of contract problems.
9. Creating project specific MWBE goals on a case-by-case basis, taking into account the availability of MWBE firms in each contracting and procurement category.

10. Establishing written procedures to implement the MWBE and SBE Programs, including the certification of businesses as MBE, WBE, and SBE firms.

11. Assessing the certification applications for the MWBE and SBE Program and coordinating certifications with the City, County, and Blueprint.

12. Maintaining a database of MWSBE firms and providing assistance to City and County departments and Blueprint in identifying MWSBE firms for anticipated procurements.

13. Identifying and working to eliminate barriers that inhibit MWSBE participation in City, County, and Blueprint procurement processes.

14. Establishing realistic MBE and WBE project specific goals.

15. Identifying procurement opportunities for competition among SBEs.

16. Monitoring the utilization of MWSBEs and the progress of the MWSBE Program to ensure that MWSBEs have opportunities to participate in City, County, and Blueprint procurement of goods and services, and report on the progress of the MWSBE Program at least annually.

17. Implementing mechanisms and procedures for monitoring utilization of MWSBEs in accordance with contract requirements.

18. Performing outreach by networking with state and local government, nonprofit, professional, and trade organizations and participating in conventions and seminars sponsored and widely-attended by MBE, WBE, and SBE firm owners.

19. Complying with this policy.

D. City Procurement Services Division and County Purchasing Division

The City Procurement Services Division and County Purchasing Division are responsible for:

1. Obtaining project-specific goals for each solicitation from the MWSBE Division before the solicitation is advertised to the public, including organizing or participating in pre-solicitation development meetings.

2. Organizing pre-solicitation development meetings and pre-bid or pre-proposal meetings.

3. Notifying the MWSBE Division of Change Orders and other contract compliance information that affect MBE, WBE, or SBE firms.

4. Maintaining accurate data in the contract compliance process and electronic tracking system.

5. Accepting recommendations to initiate debarment procedures for violations of this policy.

6. Complying with this policy.

E. City and County Departments, Blueprint, and Appointed Officials

City and County departments, Blueprint, and appointed officials are responsible for:

1. Assisting in the promotion of the MWBE and SBE Programs and participating in the MWBE and SBE Programs.

2. Coordinating with OEV to improve the utilization of MWSBE firms within each entity.

3. Utilizing the MWSBE Directory and documenting effort to secure MWSBE participation.

4. Reporting MWSBE utilization for entry into the contract compliance process and electronic tracking system.

5. Complying with this policy.

F. Tallahassee-Leon County MWSBE Citizens Advisory Committee

The Tallahassee-Leon County MWSBE Citizens Advisory Committee is responsible for:

1. Monitoring the progress of the MWSBE Program toward achieving program performance goals established by the City Commission, Board of County Commissioners, and the IA Board.

2. Reviewing and providing MWSBE policy alternatives, as well as providing programmatic recommendations relative to seeking resolution of disputes regarding Certification.

3. Scheduling and implementing meetings which will be noticed and open to the public; recording and maintaining minutes of any such meetings.

VIII. MWBE PROGRAM

To ensure that MBE and WBE firms in the Market Area have equal opportunity to engage in City, County, and Blueprint business, the MWBE Program encourages respondents to engage MBE and WBE firms as subcontractors or subconsultants in responses to City, County, and Blueprint solicitations. Each solicitation that is capable of being broken down into work that may be sublet will be issued with a project specific MWBE goal set by the MWSBE Division. Respondents are required to meet the project specific goal or provide documentation of their good faith effort to engage MWBE firms.

To ensure the narrow tailoring of the MWBE Program, the City, County, and Blueprint are responsible for maintaining accurate records documenting all spending with prime contractors and consultants and subcontractors and subconsultants. Therefore, uploading accurate and complete data in the City, County, and Blueprint contract compliance process and electronic tracking system is a necessary component of the MWBE Program. Accurate and complete data is necessary for the creation of narrowly tailored MWBE Aspirational Goals.

A. Pre-Bid Meetings

Pre-bid meetings will be mandatory if an aspirational goal is assigned. If no goal is assigned, then a pre-bid meeting may be optional. Pre-bid meetings may be conducted in person or virtual. The time and date for any pre-bid meeting shall be as stated in the solicitation document or addendum. Subcontractors may attend the pre-bid meeting.

~~A.~~B. MWBE Aspirational Goals

Each project specific goal is based on both the current availability of MWBE firms in the Market Area and an aspirational goal intended to remedy past disparate treatment of MWBE firms identified in the 2019 Disparity Study. The MWBE aspirational goals were developed based on a comparison of two groups of percentages. First, the 2019 Disparity Study identified the percentage dollars spent with MWBE firms out of the total spending for the City, County, and Blueprint. Second, the 2019 Disparity Study identified the actual percentage of MWBE firm availability in the Market Area. Disparity exists when the percentage of MWBE spending is less than MWBE firm availability. The MWBE aspirational goals are intended to lift MWBE spending up to the level of MWBE availability in the Market Area.

TABLE 1
2019 DISPARITY STUDY MWBE ASPIRATIONAL GOALS

2019 Disparity Study Aspirational Goals		
Procurement Category	**Aspirational MBE Goal**	**Aspirational WBE Goal**
Construction Prime Contractors	5.00%	4.00%
Construction Subcontractors	14.00%	9.00%
Architecture & Engineering	8.00%	6.00%
Professional Services	5.00%	6.00%
Other Services	6.00%	8.00%
Materials and Supplies	1.00%	6.00%

~~B.~~C. Project Specific Goals

The MWBE Program is intended to ensure utilization of MWBE firms in all aspects of City, County, and Blueprint procurement activity and to award contracts with MWBE participation consistent with the MWBE aspirational goals. In furtherance of that intent, project specific MWBE goals will be established for each solicitation with the goal of achieving overall MWBE participation as outlined in **Table 1**. Only the dollars expended with certified MWBE firms from the local Market Area will be counted towards satisfying the project specific MWBE goals. More details on counting MWBE utilization can be found in **Section XI.~~I.~~**

1. City and County Departments and Blueprint will plan their solicitations to provide ample time for the MWSBE Division of OEV to establish project specific goals for inclusion into each solicitation, where feasible, before the City Procurement Services Division and Leon County Purchasing Division advertise the solicitation to the public.

2. City Procurement Services and County Purchasing Divisions will obtain a project specific goal established for each individual solicitation from the MWSBE Division before the solicitations are advertised to the public.

    a. As part of the creation of a solicitation document, City, County, and Blueprint project managers will make an effort to identify components in the solicitation's scope of work or scope of services that may reasonably be performed or supplied by a subcontractor or subconsultant and the percentage of the total contract value that those components represent. City, County, and Blueprint project managers will promptly notify the purchasing agent—the responsible employee of the City Procurement Services or County Purchasing Division—of the percentage identified above and the type of work included in that percentage.

    b. City Procurement Services and County Purchasing Divisions will~~may~~ schedule a pre-solicitation development meeting including the MWSBE Division. Pre-s~~S~~olicitation development meetings may occur in person or via teleconference, video conference, email, or other technology. Following pre-solicitation development meetings, the MWSBE Division will report the project specific goals to the City Procurement Services or County Purchasing Divisions. Project specific goals may be lower than the aspirational goals or may be inappropriate for a particular solicitation as described below.

3. The project specific goals for individual solicitations may be higher or lower than the aspirational goals identified in **Table 1** and should reflect realistic MWBE availability for a particular project. The MWSBE Division will determine project specific goals for each solicitation based on contract compliance and supplier diversity industry standards.

4. Project specific goals are considered the minimum level of MBE or WBE participation expected for a particular procurement. Project specific goals are considered targets set to achieve participation levels commensurate with available businesses, and for which there are opportunities for exemptions based upon good faith effort.

5. Project specific goals will be reasonable and give consideration to both subcontracting opportunities and the availability of MBE firms or WBE firms in the Market Area who are capable of performing the work.

6. Project specific goals may not be appropriate when subcontracting is not reasonable or permitted. Where the MWSBE Division has determined that project specific goals are not appropriate for a solicitation, the MWSBE Director will notify the Procurement Services or Purchasing Director that the MWSBE Division has recommended no project specific goals or project specific goals lower than the aspirational goals.

7. In the event of an emergency purchase under the City Purchasing Manual Section 3.12 or County Purchasing Policy No. 96-1 Section 5.11, project specific goals may be waived.

8. In cases where it is not reasonable to set project specific goals, the MWSBE Director may encourage MWBE participation through respondent's purchase of goods or services from MWBE firms, consistent with the project specific goals, or provide for any combination thereof.

9. Project specific goals will apply to all respondents, including MBE, WBE, and SBE firms. When an MBE or WBE firm is the prime contractor or consultant, the goal is fulfilled for their certification designation and the other portion of the goal must be fulfilled. For example, if a certified MBE firm responds to a solicitation as a prime contractor, the goal for MBE participation is fulfilled. The MBE prime contractor remains responsible for meeting the goal for WBE participation.

10. To meet project specific goals, all City and County departments and Blueprint will cooperate with the MWSBE Division and make every reasonable effort, consistent with this policy, to utilize MWBE firms when available. The MWSBE Director will coordinate and promote the process by taking active steps to encourage full participation of certified, capable, and competitive MBE and WBE businesses and by keeping staff informed of MWSBE availability.

    a. Each department will be responsible for obtaining MWBE participation at the minimum level identified in **Table 1**. All purchases for goods and services will be made in conformance with the City and County Purchasing Manuals.

    b. The MWSBE Division will annually evaluate relevant expenditure and contracting data to determine the performance and progress of the MWBE Program with the assistance of the City and County Budget Offices, City Procurement Services Division and County Procurement Division, and any other applicable departments.

D. Aggregate Aspirational Goals

The MWSBE Division may assign an aggregate aspirational goal to a project based on the project's scope, specifications, and availability of certified MWBE firms in the local Market Area ~~of MWBE firms to provide the services~~. The ~~-~~aggregate goal can be satisfied by utilizing certified MBE firms or WBE firms or a combination thereof.

~~C.~~E. Good Faith Effort Documentation

In those instances where a respondent has failed to meet the MWBE goals in whole or in part at the time of response submittal, there is a rebuttable presumption that MWBE firms were available for the project. The burden of proof then shifts to the respondent to rebut this presumption through documentation of its good faith effort (GFE). In those cases, the respondent—even a respondent that is a certified MWSBE firm or a non-MWSBE firm participating in a Joint Venture, Partnership, and Association; Mentor-Protégé; or Apprenticeship arrangement—must submit documentation of GFE with the response to the solicitation.

Each of the following activities are worth 10 points towards documentation of GFE. A combination of the following activities reaching a minimum of 50 points will demonstrate GFE:

1. Attendance at pre-bid or pre-proposal meeting, if applicable.

2. Submission of ~~C~~copies of written correspondence ~~sent~~ to the MWSBE Division no later than fifteen (15) business days before the solicitation response deadline seeking help in identifying firms available to meet the project specific goals.

3. Submission of c~~C~~opies of advertisements placed by the respondent in the local newspaper and minority publications in the Market Area announcing the project and seeking MBE or WBE participation.

4. Submission of ~~C~~copies of written correspondence sent to a certified MBE or WBE firms. The correspondence should include:

   a. The specific work the contractor intends to subcontract;

   b. That interest in participation by the MWBE firm on the contract is being solicited; and,

   c. How to obtain information for the review and inspection of contract plans and specifications.

5. Submission of d~~D~~ocumentation that the respondent selected economically feasible portions of work to be performed by MWBEs, including, where appropriate, breaking down contracts or combining elements of work into economically feasible units. (The ability of the contractor to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet contract goals).

6. Submission of d~~D~~ocumentation that the respondent negotiated in good faith with interested MWBE firms and did not reject any interested MWBE firms without sound business reasons. Price alone does not constitute a sound business reason unless the respondent can demonstrate that no reasonable price can be obtained from an MWBE firm.

7. Submission of ~~D~~documentation that the respondent reviewed all quotations received from MWBE firms, and for those quotations not accepted, an explanation of why the MWBE will not be used during the course of the contract. (Receipt of a lower quotation from a non-MWBE will not in itself excuse a contractor's failure to meet contract goals).

8. Submission of ~~D~~documentation detailing respondent's effort to contact MBE and WBE firms who provide the services needed for the solicitation and indicating that the respondent

provided ~~ample time~~no less than 10 days for potential MWBE firms to respond, including a chart outlining the methods of contact and schedule or time frame in which respondent conducted its good faith effort.

~~8.~~

9. Submission of ~~D~~documentation that the respondent offered to provide interested MWBE firms with assistance in reviewing the solicitation plans and specifications at no charge to the MWBE firms.

10. Submission of d~~D~~ocumentation of follow-up telephone calls with potential MWBE firms encouraging their participation.

Respondents should contact the MWSBE Division immediately for guidance and assistance in any of the following events: (1) the respondent anticipates or has difficulty identifying an MWBE firm to meet project specific goals; (2) the respondent cannot identify portions of the work that can be contracted to MWBE firms; or (3) the respondent determines that contracting portions the work to another entity is not possible.

~~D.~~F. Evaluating MWBE Participation in Solicitations

Every City, County, or Blueprint solicitation issued with project specific goals will contain language and forms describing how respondents must demonstrate their utilization of MWBE firms to meet the project specific goals for MWBE participation.

1. Responsiveness for All Solicitations

The MWSBE Division will review for responsiveness all responses to solicitations that are assigned project specific goals during the solicitation development process. This includes both solicitations that involve the scoring of points and solicitations awarded based primarily on price. The MWSBE Division will deem responses responsive to the MWBE section of the solicitation if they include a completed MWBE Participation Plan that is eligible for points and/or Good Faith Effort documentation. As described below, responses that do not include an MWBE Participation Plan or that include an incomplete MWBE Participation Plan that is not eligible for points may be deemed responsive to the MWBE portion of the solicitation if they include Good Faith Effort documentation.

TABLE 2
MWBE RESPONSE EVALUATION: RESPONSIVENESS

MWBE Response Evaluation: Responsiveness	
Recommendation	**Response**
RESPONSIVE	• Completed **MWBE Participation Plan** and **MWBE Section** that is eligible for full points; • Completed **MWBE Participation Plan** and **MWBE Section** that is eligible for partial points and completed **Good Faith Effort documentation** demonstrating why respondent could not meet the full project specific goal**; OR** • Completed **Good Faith Effort documentation**.
NON-RESPONSIVE	• Completed **MWBE Participation Plan** and **MWBE Section** that is eligible for partial points but no **Good Faith Effort documentation** demonstrating why respondent could not meet the full project-specific goal;

	• An **MWBE Participation Plan** that is incomplete, unsigned, or otherwise ineligible for points and no **Good Faith Effort documentation; OR** • No **MWBE Participation Plan** or completed **Good Faith Effort Documentation.**

Upon evaluation of all responses to a solicitation, the MWSBE Division will inform the Purchasing or Procurement Division of its evaluation of responsiveness to the MWBE portion of the solicitation. Responses that do not meet the above criteria may be deemed non-responsive by the Purchasing or Procurement Division and be ineligible for award. The Purchasing or Procurement Divisions' determinations of responsiveness will be governed by the applicable Purchasing Manual or Procurement Policy of the appropriate entity (City, County, or Blueprint).

2. Point Evaluation for Scored Solicitations (CCNA Professional Services)

For solicitations seeking professional services governed by the Florida Consultants' Competitive Negotiations Act (CCNA)—professional architectural, engineering, landscape architectural, or surveying and mapping services—that have project specific goals, the MWSBE Division will award points during the solicitation evaluation process. The MWSBE Division may award points for an MWBE Participation Plan and associated documents demonstrating the following: **(1)** committing to utilizing a certified MWBE firm or firms holding an MWBE certification in conformance with the project specific goals, monitoring requirements, and the requirements of this policy; and **(2)** identifying the certified MWBE firm(s). Points will be identified in each solicitation.

3. Point Evaluation for Scored Solicitations (All Other Services)

For solicitations seeking other services not governed by CCNA, for which the solicitation evaluation process involves scoring and has project specific goals, the MWSBE Division will award points during the solicitation evaluation process. Each solicitation will identify the points associated with the MWBE section of each solicitation.

Generally, the maximum number of points available for the MWBE section of solicitation is a total of **12 points**.

A total of **10 points** can be awarded for an **MWBE Participation Plan**:

a. Submission of an **MWBE Participation Plan** will earn **10 points** for meeting the following requirements: **(1)** utilizing an MWBE firm or firms holding an MWBE Program certification; **(2)** meeting the project specific goal for both MBE and/or WBE utilization based on percentage of the contract value paid to the MWBE firm(s); and **(3)** agreeing to monitor the work of the MWBE firms, provide subcontractor and subconsultant payment information to the MWSBE Division, and abide by this policy.

b. Submission of an **MWBE Participation Plan** will earn **5 points** if it meets **(1)** and **(3)** above but only meets a portion of the project specific goal for both MBE and/or WBE utilization in **(2)** above. Such responses must include **Good Faith Effort documentation** demonstrating why respondent could not meet the full project specific goal to remain responsive.

Demonstrating one or more of **Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationships** may earn an additional **2 points.**

Table 3 on the next page indicates the points available for an MWBE scoring for non-CCNA solicitations.

Table 4 on the next page lists all possible MWBE score outcomes and how they may be obtained.

TABLE 3
MWBE EVALUATION

MWBE Evaluation: Scoring	
Score	**Response**
2 Points	MWBE Section demonstrating Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship relationship is eligible to earn 2 points
5 Points	An MWBE Participation Plan that meets the following requirements is eligible for 5 Points: 1. Utilizing an MWBE firm or firms holding an MWBE Program certification. 2. Meeting a portion of the project specific goals for MBE and/or WBE utilization based on the percentage of the contract value ultimately paid to MWBE firms. 3. Agreeing to monitor the work of the MWBE firms, provide subcontractor and subconsultant payment information to the MWSBE Division, and abide by this policy.
10 Points	An MWBE Participation Plan that meets the following requirements is eligible for 10 Points: 1. Utilizing an MWBE firm or firms holding an MWBE Program certification. 2. Meeting the project specific goals for MBE and/or WBE utilization based on the percentage of the contract value ultimately paid to MWBE firms. 3. Agreeing to monitor the work of the MWBE firms, provide subcontractor and subconsultant payment information to the MWSBE Division, and abide by this policy.

TABLE 4
MWBE SCORE OUTCOMES

MWBE Score Outcomes	
Score	**Response**
2 Points	MWBE Section demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship, but the MWBE Participation Plan is ineligible for 5 or 10 points. **Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness**.
5 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets a portion of the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Does not demonstrate Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship. **Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness**.
7 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets a portion of the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Also demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship. **Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness**.
10 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Does not demonstrate Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship.
12 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets the project specific goals for MBE and/or WBE utilization, (3) agreeing

	to monitor. Also demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship.

~~E.~~G. Substitutions or Replacements

It is the intent of this policy to ensure that MWBE firms identified by respondents in their responses are the firm(s) with which the respondents actually do business as prime contractors or consultants. However, the prime may, under specific circumstances and for good cause, substitute or replace the original certified MWBE firm with another certified MWBE firm. Such substitution will only be made with the prior approval of the MWSBE Division based on a written statement of good cause. The substitution or replacement must not result in MWBE participation lower than provided for in the original response and the substitution will not dramatically affect the percentage distribution by MWBE groups.
A prime that substitutes MWBE firms without the prior written approval of the MWSBE Division may be subject to penalties.

The MWSBE Division will not count dollars spent with an unauthorized MWBE firm for~~towards~~ satisfaction of the MWBE goal. The prime will remain responsible for meeting the MWBE goals as stated in the original contract.

1. For purposes of this policy, good cause includes, but is not limited to the following circumstances:

    a. The listed MWBE firm fails or refuses to execute a written contract;

    b. The listed MWBE firm fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards;

    c. The listed MWBE firm becomes bankrupt or insolvent;

    d. The listed MWBE firm is ineligible to work on public works projects because of suspension and/or debarment proceedings in accordance with City/County ordinances or applicable state law;

    e. The City or County has determined that the listed MWSBE firm is not a responsible contractor;

    f. The listed MWBE firm voluntarily withdraws from the project and provides to you written notice of its withdrawal;

    g. The listed MWBE firm is ineligible to receive MWSBE credit for the type of work required;

    h. MWBE firm owner dies or becomes disabled with the result that the listed MWBE firm is unable to complete its work on the contract; or,

    i. Other documented examples of good cause submitted to MWSBE Director justifying the termination of the MWBE firm.

2. Good cause does not exist if the failure or refusal of an MWBE firm to perform work results from bad faith or discriminatory action of the prime; if the prime seeks to substitute, replace, or terminate the MWSBE to self-perform the MWSBE contractor's portion of work, or to substitute another MWSBE or non-MWSBE after contract award without prior written approval from the MWSBE.

3. Before submitting a request to terminate and/or substitute a MWSBE firm, the prime contractor must give notice in writing to the MWBE firm, with a copy to the MWSBE Director, of its intent to request to terminate and/or substitute, and the reason for the request.

~~F.~~H. Change Orders

The Procurement Services or Purchasing Division or City, County, or Blueprint project manager responsible for the contract work will notify the MWSBE Division of all change orders on contracts with MWSBE participation that alter payment to and work performed by any MWSBE firm. This information should be recorded through the contract compliance process and electronic tracking system. Notification of the MWSBE Division and record in the contract compliance process and electronic tracking system is necessary to maintain accurate data and accurate reporting. Accurate data and accurate reporting ensure narrow tailoring of the MWBE Program.

~~G.~~I. Bad Faith or Dishonesty in the Response

Bad faith or dishonesty in violation of the MWSBE Program in the response to a solicitation will be grounds for penalty as provided under **section VIII.J** below. Examples of bad faith or dishonesty in the response include but are not limited to the following:

1. Knowingly and willfully submitting an MWBE Participation Plan that includes false or misleading information for the purpose of winning a contract.

2. Knowingly and willfully submitting an MWBE Participation Plan that the respondent has no intention of following once the contract has been awarded.

3. Failure to in fact utilize an MWBE firm that was originally listed in a response to a solicitation to satisfy project specific goals, unless the respondent meets the requirements of **Section VIII.E** above.

~~H.~~J. Contract Compliance

The contract compliance process and electronic tracking system will have the ability to produce compliance, labor, and contract management reports to the City, County, and Blueprint, and to other stakeholders.

1. The City, County, and Blueprint will incorporate in their procurement contracts that ~~A~~all prime contractors and consultants, subcontractors and subconsultants, and MWBE subcontractors and subconsultants must maintain records for the period prescribed by Florida law and record retention policy after contract performance. All parties must make these records available for inspection by the MWSBE Division and the City, County, and Blueprint.

2. Prime contractors and consultants are required to maintain records of all progress payments that they have made. The MWSBE Division will periodically review and verify these records by obtaining certified statements from subcontractors or subconsultants.

~~I.~~K. Monitoring and Enforcement Mechanisms

The MWSBE Division will monitor and enforce this policy utilizing the following measures:

1. The designated MWSBE Division staff member will attend the post award project meeting, that is, the preconstruction or kickoff meeting. Note: In some instances of professional services contracts, a post award meeting may not be held. At such a meeting, MWSBE Division staff will discuss any MWSBE questions and/or procedures and ascertain any corrections or adjustments in the project schedule.

2. An MWSBE Division staff member determines, based upon the work that the MWBE firm is to perform and the project schedule, a schedule for random on-site monitoring. This on-site monitoring verifies the work performed by those contracted MWBE firms.

3. On site monitoring will be performed as applicable by MWSBE Division staff, construction inspectors, or project managers or their designees. Observations of the onsite visit will be documented on a monitoring checklist form. The form is to be completed, signed and dated by the staff person conducting the site visit.

4. Upon request of MWSBE Division staff, the prime must provide invoices or other documentation of payment to MWBE firms. MWSBE Division staff review the documentation submitted and check for MWSBE participation. For contract compliance purposes, MWSBE Division staff member may contact the MWSBE subcontractor to verify appropriate work and payment.

5. When a project involving MWSBE participation is completed and closed, the responsible department will notify the MWSBE Division and provide any information regarding changes in the scope or size of the project that affect MWSBE participation.

6. Any additional fact-finding which may be deemed necessary due to a lack of proper recordkeeping; failure of the prime contractor to cooperate; failure of MWSBE(s) to cooperate; or visible evidence of unsatisfactory performance; and may warrant further investigation.

~~J.~~L. Penalties and Remedies for Non-Compliance of Prime Contractors or Consultants

Penalties for non-compliance of prime contractors or consultants may include any and/or all of the following:

1. Withholding payment for work not completed on the project until the MWSBE Director determines that the contractor has complied with this policy as provided by contract. The MWSBE Director will set forth the basis for any such withholding in a written notice of non-compliance.

2. If the prime contractor is an MWBE firm, the prime may lose its MWBE Program certification for a period not to exceed three years at the discretion of the MWSBE Director, as set forth in a written notice of non-compliance.

3. If the MWSBE Director determines that evidence exists indicating a violation in a response as described under Section VIII.G above, the MWSBE Director will issue a written notice of non-compliance and may recommend that the City Procurement Services Division or County Purchasing Division disqualify a respondent from further consideration for award.

4. If the MWSBE Director determines that evidence exists indicating that fraud or other unlawful activity has been committed by a certified MWSBE or majority prime contractor, such as falsely reporting the utilization of MWBE firms; or by an individual or firm attempting to benefit from or participate in the MWSBE Program, through fronting activity, false representation of a commercially useful function (CUF), or other fraudulent or unlawful activity, the matter will be referred to the appropriate legal authorities for prosecution and the City, County, or Blueprint Attorney's Office will be notified as appropriate. In the event that a conviction or guilty plea is obtained stemming from such criminal prosecution, the MWSBE Director will issue a written notice of non-compliance and recommend that the Procurement Services Manager or Purchasing Director initiate procedures to bar or suspend the entity from participation in City, County, or Blueprint contracts.

5. If the MWSBE Director determines that evidence exists indicating non-compliance that does not rise to the level of fraud or other unlawful activity by a certified MWSBE or majority prime contractor, the MWSBE Director will issue written notice of the non-compliance and make a recommendation to the Procurement Services Manager and/or Purchasing Director to initiate procedures to bar the firm and its principals from participation in City, County, or Blueprint contracts.

~~K.~~M. Notice of Non-compliance Right of Appeal

1. A prime contractor or consultant in receipt of a written notice of non-compliance will have the right to appeal. Prime must file an appeal in writing to the Office of Economic Vitality Director within seven (7) business days of receipt of the written notice of non-compliance from the MWSBE Director. Failure to file a timely appeal will be considered a waiver of the contractor or consultant's right to appeal the decision of the MWSBE Director.

2. The written appeal will indicate reason(s) and provide additional information, if appropriate, as to why the business believes the notice of non-compliance was issued in error.

3. The MWSBE Division will provide a written response acknowledging receipt of the correspondence to the business within seven (7) business days upon receipt of the formal appeal.

4. The Office of Economic Vitality Director will review the appeal and render a written final decision within thirty (30) calendar days of receipt of the formal appeal. This review by the Office of Economic Vitality Director is the final step available in the administrative process for an appeal of a notice of non-compliance.

IX. SBE PROGRAM

A. Objective

The City, County, and Blueprint intend to afford maximum utilization of MWSBE firms in all aspects of procurement activity and to award contracts with MWSBE participation consistent with the goals contained herein. A race- and gender-neutral program promotes the utilization of all SBEs, including MBE/SBE, and WBE/SBE firms in City, County, and Blueprint contracts.

This Small Business Enterprise Program benefits the City, County, and Blueprint by: (a) promoting competition in City, County, and Blueprint contracting; and (b) promoting economic growth and development in the Market Area. The small business standards set at 200 or fewer employees and a firm net worth of under $5 million are reasonably reflective of business size in the Tallahassee Market Area.

The program will meet its objectives using a combination of the methods below. City Procurement Services and County Purchasing Divisions may schedule a solicitation development meeting including the MWSBE Division to identify whether a particular solicitation may be advertised as an SBE, including MBE/SBE, and WBE/SBE reserved solicitation or unbundled and advertised as multiple solicitations.

B. Reserved Projects

1. Where feasible, the City, County, and Blueprint may reserve contracts ~~valued at $150,000 or less~~ for competition among only certified SBE firms.
2. If no SBE firms respond to a solicitation for reserved projects or the responses submitted are deemed too high or unreasonable based upon the nature of the service or prices for similar services in the local Market Area, then all responses will be rejected, and the project will be re-advertised in the normal manner to all prospective respondents.

C. Unbundling

The City, County, and Blueprint, where feasible, may "unbundle" projects or separate large projects into smaller projects which may be more suitable for small business participation. The MWSBE Division will review selected solicitations to determine whether portions of the project could be unbundled and advertised separately as part of the solicitation development meetings arranged by the City Procurement Services and County Purchasing Divisions. This determination will be made based on the estimated availability of small businesses able to provide specific scopes of work and will consider any economic or administrative burdens which may be associated with unbundling. The MWSBE Division will also monitor whether federally funded projects may be unbundled and advertised through separate solicitations. Similarly, the MWSBE Division will encourage prime contractors or consultants to subcontract to facilitate participation by small businesses. The MWSBE Division will assist the prime contractors or consultants in identifying portions of work which may be unbundled and subcontracted to SBE firms, including MBE/SBE and WBE/SBE.

D. Rotation System

The City, County, and Blueprint will use its best efforts to implement a rotation system for the selection of firms for services to be provided under a continuing services agreement. Selection of a firm is within the discretion of the City, County and Blueprint and the selection of the firm may be based on factors which may include the following: the expertise and skill set needed for certain projects; the availability of the firm to meet the project schedule;~~,~~ specific contract requirements;~~,~~ and the competitiveness of the firm's quote for the services.

X. MENTOR-PROTÉGÉ AND JOINT VENTURE, PARTNERSHIP, AND ASSOCIATION

The City, County, and Blueprint encourage Mentor-Protégé relationships and Joint Venture, Partnership, and Association to afford prime contracting and consulting opportunities for MWBE firms on City, County, and Blueprint projects. Where applicable, Mentor-Protégé relationships and Joint Ventures, Partnerships, and Associations will be worth 2 points towards a respondent's MWBE Score.

A. Mentor-Protégé Relationship

A Mentor-Protégé relationship exists when an experienced company, firm, or individual (Mentor) provides assistance and training to an MWBE firm (Protégé). The Mentor-Protégé relationship can range from technical or management assistance to the creation of a new agreement or jointly owned firm. No firm will be penalized based upon its participation or nonparticipation in a Mentor-Protégé Program.

1. The Protégé in any proposed Mentor-Protégé relationship must be a certified MWBE firm before application for MWSBE Division approval of the Mentor-Protégé relationship.

2. For purposes of making determinations of business size under this section, the MWSBE Division will not treat Protégé firms as affiliates of Mentor firms, when both firms are participating in an approved Mentor-Protégé Program.

3. The common forms of assistance that a Mentor may provide a Protégé include:

Business Planning	Financial Counseling
Record Keeping	Bonding Technical Assistance
Equipment Utilization	Capital Formation

B. Mentor-Protégé Requirements

The MWSBE Division may approve a Mentor-Protégé relationship in all applicable industries in which Mentor assistance is needed to develop capacity in the Protégé MWSBE firm. A Mentor and Protégé may request MWSBE Division approval of their Mentor-Protégé relationship by submitting annually the Mentor Protégé development plan form. The Mentor-Protégé relationship will initially be limited to three (3) years, with two possible one (1) year extensions, for a maximum of five (5) years. The MWSBE Division

will approve in writing for a period of one (1) year from the date of approval Mentor-Protégé relationships that have demonstrated the following requirements:

1. The Protégé must be certified with the MWSBE Division as an MBE, WBE, or SBE firm before entering into a Mentor-Protégée relationship. The Protégé must continue to meet all MWSBE certification criteria to remain eligible for Mentor-Protégé relationship approval.

2. The Mentor and Protégé must be separate firms. Compensation to the Protégé should be relative to the amount of work accomplished rather than an hourly basis.

3. In general, a Mentor may be involved in up to three Mentor-Protégé relationships. A Protégé can only be involved in one Mentor-Protégé relationship.

4. Each year, the Mentor and Protégé will prepare a three-year development plan using the form approved by the MWSBE Division. The development plan will include the following information about the Mentor and Protégé:

   (a) information on the background and experience of the Protégé owners;

   (b) the number of and types of personnel;

   (c) the amount of capital;

   (d) the number, types and values of equipment;

   (e) and the amount and types of projects to be pursued

5. The Mentor and Protégé will annually update and submit the Mentor-Protégé development plan to the MWSBE Division, documenting progress of the Protégé in each category and summarize the work accomplished.

C. Monitoring of Mentor-Protégé Relationships

The MWSBE Division will conduct an annual review of each Mentor-Protégé relationship. If the MWSBE Division determines that the Mentor and/or Protégé are not complying with this policy or if the Mentor and Protégé have not submitted their annual Mentor-Protégé development plan form, the MWSBE Division will issue a written notice of noncompliance and the Mentor and Protégé will have seven (7) business days to cure. If the Mentor and Protégé fail to respond to the notice of noncompliance or fail to cure noncompliance, the MWSBE Division will issue written notice of ineligibility to respond to City, County, and Blueprint solicitations as having a Mentor-Protégé relationship.

D. Joint Venture, Partnership, and Association

A Joint Venture is a joint business association—a separate legal entity like a corporation or LLC—consisting of one certified MWBE firm and one non-MWBE firm or two certified MWBE firms formed to carry on a

single business activity which is limited in scope and duration. A Joint Venture must include at least one MWBE firm.

A Partnership or Association is a joint business partnership or association that does not require formation of a legal entity separate from its component firms and that consists of one certified MWBE firm and one non-MWBE firm or two certified MWBE firms formed to carry on a single business activity which is limited in scope and duration. A Partnership or Association must include at least one MWBE firm.

E. Joint Venture, Partnership, and Association Requirements

1. In the case of a Joint Venture, Partnership, or Association consisting of one MWBE firm and one non-MWBE firm, as used in this policy, the smaller firm will comprise a minimum of ten (10%) of the association and will receive a share of contract dollars proportionate to the percentage of participation that the smaller firm represents in the Joint Venture, Partnership, or Association. In the case of a Joint Venture, Partnership, or Association consisting only of certified MWBE firms, the ten percent (10%) participation requirement will also apply.

2. When a Joint Venture, Partnership, or Association is proposed, the MWSBE Director will review and approve a signed and completed Joint Venture, Partnership, and Association Affidavit and all contractual agreements regarding a proposed Joint Venture, Partnership, or Association. The MWSBE Director will determine the degree of MWBE participation resulting from the Joint Venture, Partnership, and Association Affidavit and all agreements, which may be credited toward the evaluation of its response to a solicitation. This determination will be based on the clearly defined roles of the Joint Venture, Partnership, or Association partners, sharing of real economic interest, and proportionate control of the ownership and management of the Joint Venture, Partnership, or Association.

3. The Joint Venture, Partnership, or Association will be responsible for meeting project specific goals and complying with all applicable state and local laws, rules, and regulations governing Joint Venture creation, certification, and bidding.

4. The Joint Venture, Partnership, or Association responses to solicitations will include an MWBE section identifying all firms, the percentage ownership of each firm, and clearly defined scopes of services to be provided by each firm in the Joint Venture on the project.

5. For the MWSBE firm to remain eligible for Joint Venture, Partnership, and Association participation, it must continue to meet all MWSBE eligibility criteria contained in this policy.

F. Monitoring of Joint Venture, Partnership, and Association

The MWSBE Division will conduct an annual review of each Joint Venture, Partnership, and Association agreement. If the MWSBE Division determines that the Joint Venture, Partnership, or Association is not following the requirements of this policy, the MWSBE Division will issue a written notice of noncompliance and the Joint Venture, Partnership, or Association will have twelve (12) business days to respond. If the Joint Venture, Partnership, or Association fails to respond to the notice of noncompliance or fails to cure noncompliance, the MWSBE Division will issue written notice of ineligibility to the Joint Venture,

Partnership, or Association that it is no longer eligible to respond to City, County, and Blueprint solicitations as a Joint Venture, Partnership, or Association.

G. Notice of Ineligibility Right of Appeal

5. A Mentor and Protégé or Joint Venture, Partnership, or Association in receipt of an MWSBE Division written notice of ineligibility will have the right to appeal. The Mentor and Protégé or Joint Venture, Partnership, or Association must file an appeal in writing to the MWSBE Director within seven (7) business days of receipt of the notice of ineligibility from the MWSBE Division.

6. The written appeal will indicate reason(s) and provide additional information, if appropriate, as to why the business believes the notice of ineligibility was error.

7. The MWSBE Director will provide a written response acknowledging receipt of the correspondence to the business within seven (7) business days upon receipt of the formal appeal.

8. Failure to file with the MWSBE Director within the prescribed time frame will constitute a waiver of proceedings under this section. The MWSBE Director will schedule a review within thirty (30) calendar days of receipt of the appeal. This review by the MWSBE Director is the final step available in the administrative process for an appeal of a notice of ineligibility.

9. A firm whose appeal has been denied may re-apply six months after final denial notice.

XI. APPRENTICESHIP OR EXTERNSHIP

An apprenticeship or externship program is a tried-and-true approach for preparing workers for jobs – and meeting the business needs for a highly-skilled workforce that continues to innovate and adapt to meet the needs of the 21st century. The City, County, and Blueprint will encourage businesses to use apprenticeships and externships to reduce worker turnover by fostering greater employee loyalty, increasing productivity, and improving the bottom line. Apprenticeships and externships offer workers a way to start new careers with good wages.

Registered apprenticeship programs and externship programs enable employers to develop and apply industry standards to training programs for registered apprentices that can increase productivity and improve the quality of the workforce. Apprentices who complete registered apprenticeship programs are accepted by the industry as journey workers. By providing on-the-job training, related classroom instruction, and guaranteed wage structures, employers who sponsor apprentices provide incentives to attract and retain more highly qualified employees and improve productivity. Apprenticeships and externships can be flexible training strategies and can be integrated into current training and human resource development strategies. Apprentices and externs can be new hires – or businesses can select current employees to join an existing program. Apprenticeships and externships are a good way to reward high-performing entry-level employees and move them up the career ladder within the business.

Significant talent shortages and skill gaps are slowing companies' efforts to expand, innovate, and thrive. Among these challenges:

- An aging workforce of highly-skilled and experienced workers;
- Attracting new and more diverse talent pools;
- Closing gaps in workers' skills and credentials;
- Investing in talent that can keep pace with the latest industry advances; and
- Implementing workforce training models that effectively develop and "up-skill" talent.

The success of this program requires collaboration among partners – businesses, workforce development intermediaries (such as industry associations or labor organizations), educational institutions, the public workforce system, and other key community organizations. The collaboration requires partners to work together to identify the resources needed, design a program, and recruit apprentices and externs.

A. The Role of Partners

Business Partners – construction and construction-related firms:

1. Identify the skills and knowledge that apprentices and externs must learn
2. Hire new workers, or select current employees, to be apprentices or externs
3. Provide on-the-job training
4. Identify an experienced mentor to work with apprentices and/or externs
5. Pay progressively higher wages as skills increase
6. Can provide related instruction in-house or in partnership with others

Workforce Development Intermediaries - industry association, labor and joint labor-management organization, community-based organization https://nabtu.org/apprenticeship-and-training/:

1. Provide industry and/or workforce specific expertise (e.g. curriculum development) to support employers in a particular industry sector
2. Can serve as sponsor of an apprenticeship or externship program, taking responsibility for the administration of the program, thereby reducing the burden on employers
3. Aggregate demand for apprentices, particularly with small- and medium-size employers, that may not have the capacity to develop an apprenticeship program on their own
4. Can be the provider of related instruction and supportive services as appropriate

Educational Institutions - 4-year college, community college, career and technical education, such as Lively Technical College and Tallahassee Community College:

1. Develop curriculum for related instruction.
2. Can serve as sponsor of an apprenticeship or externship program, taking responsibility for the administration of the program, thereby reducing the burden on employers
3. Deliver related instruction to apprentices and externs
4. Can provide college credit for courses successfully completed
5. Aggregate demand for apprentices and externs

State Apprenticeship Agency – Florida Department of Education https://www.doleta.gov/OA/occupations.cfm:

1. Provide technical assistance and support to new sponsors
2. Answer questions about the apprenticeship model
3. Guide the partners through the steps to develop and register a program
4. Connect businesses with training providers
5. Advise partners on sources of funding to support apprenticeships

B. Core Components

Business Involvement.

Employers are the foundation of every apprenticeship or externship program and the skills needed by their workforce are at the core. Businesses must play an active role in building the program and be involved in every step in designing the apprenticeship or externship.

On-the-Job Training.

Every program includes structured on-the-job training. Apprentices and externs receive hands-on training from an experienced mentor at the job site for typically not less than one year. On-the-job training is developed through mapping the skills and knowledge that the apprentice or extern must learn over the course of the program in order to be fully proficient at the job.

C. Apprenticeship or Externship Requirements and Exceptions

When responding to a solicitation for a construction, design-build, or similar project, in order to receive 2 points as described in section VIII.D, respondent must certify that:

1. The respondent or its subcontractors or subconsultants participate or will participate in an apprenticeship program that is registered with the Florida Department of Education or the United States Department of Labor; or

2. Respondent or its subcontractors or subconsultants participate or will participate in an externship program offered by an educational institution or workforce development intermediary; or

3. The respondent avers that at the time the respondent executes a construction contract, respondent or its subcontractors or subconsultants will be participating in an apprenticeship program that is approved by the Florida Department of Education or the United States Department of Labor.

This program will not apply to a subcontractor or subconsultant that is an MWBE firm if the compensation to be paid under the applicable subcontract for labor costs is less than $1,000,000

D. Required Documentation, Noncompliance, and Reporting

1. *Required documentation*. The prime contractor or consultant must prepare and submit, on a quarterly basis for the duration of the construction contract, accurate and timely records identifying the name, address, trade classification, whether the worker is an apprentice or extern, the labor hours of all workers used by the prime and each subcontractor or subconsultant on the construction project, and the cumulative number of hours worked on the project to date by apprentices. If the apprentice or extern is participating in an apprenticeship or externship program offered by qualified workforce development intermediary or educational institution, quarterly documentation must include documentation required by the workforce development intermediary or educational institution. The prime must require that each of its subcontractors or subconsultants prepare and maintain, for submittal by the prime to the City, County, or Blueprint, accurate and timely records identifying the name, address, trade classification, and labor hours for apprentices and externs used by the subcontractors or subconsultants on the construction project.

2. *Noncompliance*. Failure of a prime contractor or consultant to comply with the requirements of this policy may subject the contractor to all remedies available to the City, County, or Blueprint at law, including but not limited to debarment or suspension of the contractor from consideration for the award of future contracts.

3. *Reporting*. With the help of City, County, and Blueprint staff, the MWSBE Division will annually prepare a report that includes the total dollar value of awards of construction projects, the number of apprentices hired for the construction projects, the number of apprentices or externs working on construction projects, the number of hours worked by apprentices on the construction projects, and the total labor hours expended on the construction projects.

XII. COUNTING MWSBE UTILIZATION

The following guidelines clarify how to count SBE utilization and how to count MBE and WBE utilization for both project specific goals and overall aspirational MBE and WBE goals for various goods and services.

A. Counting MWSBE Utilization Generally (Construction, Architecture & Engineering, Professional Services, and Other Services)

1. When an MWSBE firm participates in a contract, the City, County, and Blueprint will count only the value of the work actually performed by the MWSBE firm.

2. When an MBE or WBE firm is the prime contractor or consultant, the goal is fulfilled for its certification designation provided the MBE or WBE firm is performing a commercially useful function (CUF"). However, the other project specific goal must also be fulfilled, unless an aggregate goal is assigned. –For example, if a certified MBE firm responds to a solicitation as a prime contractor or consultant, the MBE goal is fulfilled. The MBE prime remains responsible for meeting the remaining WBE goal. The CUF requirements, as defined in this Policy and described in this Section, must also be met by the MBE or WBE firm.

3. The MWSBE Division will count the entire portion of a contract that is performed by an MWSBE firm itself. The MWSBE Division will include the cost of supplies and materials obtained by the MWSBE firm for the work of the contract, including supplies purchased or equipment leased by the MWSBE firm (except supplies and equipment the MWSBE firm purchases or leases from a prime contractor or its affiliate).

4. The MWSBE Division will count the entire amount of fees or commissions that an MWSBE firm charges for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the MWSBE Division determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

5. The MWSBE Division will count payments to an MWSBE firm only if the MWSBE is performing a ~~commercially useful function (CUF)~~ CUF on that contract.

6. The MWSBE Division may presume that the MBE and WBE prime contractor is not performing a CUF if the firm is not performing ~~MBE and WBE prime contractors must perform a CUF of~~ 30 percent of the total cost of the contract with their own forces to meet an applicable MBE or WBE goal. ~~to meet an applicable MBE or WBE goal.~~

~~6.~~

7. If an MWSBE firm does not perform or exercise responsibility for at least 51 percent of the total cost of its subcontract with its own work force, ~~or 30 percent if the firm is an MBE or WBE firm acting as a prime contractor,~~ or the MWBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved the MWSBE Division may presume that the firm is not performing a CUF.~~,~~

8. The MWSBE Division's presumption of non-compliance with the CUF requirement may be overcome by the MWSBE Division's review of the following: (a) whether the firm is responsible for the execution of a distinct element of work or services; (b) carries out its obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business, services and function; and (d) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

~~8.~~9. MWSBE firms are discouraged from subcontracting all or a majority of their work to another firm or firms. ~~-~~The MWSBE Division will not count the work of an MWSBE firm whose sole intent is collection of a broker's fee or commission and whose employees perform none of the direct labor or service activities specified in the contract.

~~9.~~10. The MWSBE Division will not count any work that an MWSBE firm subcontracts back to:

a. The prime contractor or consultant, either directly or through any other company or firm owned and/or controlled by the prime contractor, or;

b. Any firm with which the MWSBE firm has a present business.

~~10.~~11. In the event that a first tier MWSBE firm acting as a subcontractor or subconsultant (in a direct contractual relationship with a prime) contract work to a second tier subcontractor or subconsultant (sub-sub), the MWSBE Division will only count the work if the first tier subcontractor or subconsultant must perform a CUF with 51 percent of its own workforce.

~~11.~~12. When an MBE or WBE firm subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward MWBE project specific or aspirational goals only if the subcontractor is itself an MWBE firm.

~~12.~~13. When an MBE or WBE firm performs as a participant in a Joint Venture, Partnership, or Association, the MWSBE Division will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE firm performs with its own forces.

~~13.~~14. In calculating overall utilization, the MWSBE Division will not count the participation of an MWSBE firm ~~toward~~ until the MWSBE firm has been actually paid for the work.

B. Counting Materials & Supplies

1. If the materials or supplies are directly obtained from a MWSBE manufacturer, the MWSBE Division will count 100 percent of the cost of the materials or supplies. For purposes of this

paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. If the materials or supplies are purchased from an MWSBE regular dealer, the MWSBE Division will count 60 percent of the cost of the materials or supplies. However, this amount cannot be used to satisfy more than 60 percent of any applicable MWBE goal.

2. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this policy.

3. With respect to materials or supplies purchased from an MWSBE firm which is neither a manufacturer nor a regular dealer, the MWSBE Division will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the MWSBE Division determines that the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. The MWSBE Division will not count any portion of the cost of the materials and supplies themselves.

C. Counting Trucking/Transport

1. The MWSBE firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement.

2. The MWSBE firm must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

3. The MWSBE firm receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

4. The MWSBE firm may lease trucks from another MWSBE firm, including an owner-operator who is certified as a MWSBE. The MWSBE firm who leases trucks from another MWSBE firm receives credit for the total value of the transportation services the lessee MWSBE firm provides on the contract.

5. The MWSBE firm may also lease trucks from a non-MWSBE firm, including from an owner-operator. The MWSBE firm who leases trucks from a non-MWSBE firm is entitled to credit for the total value of transportation services provided by non-MWSBE lessees not to exceed the value of transportation services provided by MWBE-owned trucks on the contract. Additional participation by non-MWBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

6. A lease must indicate that the MWSBE firm has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MSWBE firm, so long as the lease gives the MWSBE firm absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the MWSBE firm.

D. Counting Joint Venture, Partnership, and Association

1. Joint Venture, Partnership, and Association respondents will demonstrate that at least one partner to the Joint Venture Partnership, and Association is an MBE or WBE firm, as applicable to the project specific goal, and that such partner is responsible for a clearly defined portion of the work to be performed, will be performing a commercially useful function under the contract, and shares in the ownership, control, management, responsibilities, risks, and profits of the Joint Venture, Partnership, and Association.

2. This demonstration must be verified by pertinent documents and sworn statements. The MWSBE Division may review the demonstration at the time a response to a solicitation is submitted or before the contract award.

3. For the purpose of tentatively awarding credit towards a respondent meeting project specific goals, the MWSBE Division may consider a proposed partnership, that is not yet legally formed, and which appears in all matters except legal formation as a Joint Venture. However, such partnership will become a legal organization before the Joint Venture enters a contract with the City, County, or Blueprint. Partnerships or Associations need not form a separate legal entity to receive credit.

4. The MWSBE Division may award credit towards a respondent meeting project specific goals calculated as the portion of the total dollar amount of a proposed contract equal to the percentage of the ownership and control held by the qualifying MBE or WBE firm as applicable to the project specific goals in the solicitation.

E. Counting Mentor-Protégé

1. Respondents in a Mentor-Protégé relationship will demonstrate that the Protégé is an MBE or WBE firm, as applicable to the project specific goal, and that the Protégé is responsible for a clearly defined portion of the work to be performed in terms of a percentage of the contract value, will be performing a commercially useful function under the contract, and is receiving training and education in the respondent's industry standards through the Mentor-Protégé relationship.

2. This demonstration must be verified by submission of an MWBE Participation Plan and sworn statements. The MWSBE Division may review the demonstration at the time a response to a solicitation is submitted or before the contract award.

3. The MWSBE Division may award credit towards a respondent meeting project specific goals calculated as the portion of the total dollar amount of a proposed contract equal to the clearly defined portion of the work to be performed.

XIII. REPORTING

The effectiveness of the MWBE Program and SBE Program will be measured by a review of data indicating dollars spent with MWSBE firms as a percentage of the total spending of the City, County, and Blueprint. Program effectiveness will also be measured by efforts of City, County, and Blueprint staff to provide prime contracting opportunities for MWSBE firms. The following activities will be completed to ensure the effective tracking of these efforts:

A. Prime Contractor and Consultant Responsibility

Each prime contractor or consultant will continuously maintain, compile, and make available to the MWSBE Division each month during the life of a contract data relating to its use of subcontractors or suppliers, both MWSBE firms and non-MWSBE firms, on City, County, Blueprint, and federally funded projects. This information will include without limitation the following information for each of the subcontractors and suppliers utilized by the Contractor on the project:

1. A description of the type of work, by applicable code(s), of contracts awarded to subcontractors and/or suppliers;

2. The dollar value of contracts paid to MWSBE or DBE firms;

3. Contact information for the subcontractors, subconsultants, and suppliers; and

4. A description of progress towards fulfilling any project specific MWBE goal.

B. Project Closeout

At the close of every project, all prime contractors and consultants will be asked to provide a Final Pay Affidavit documenting all information relating to its use of subcontractors, subconsultants, or suppliers.

C. Purchasing Card Data

The purchasing card vendor will supply expenditure data with both MWSBE certified firms and non-MWSBE certified firms. This data will automatically populate into the contract compliance process and electronic tracking system. City and County information technology or procurement employees will develop a method of securing an import file that extracts the data from City and County servers and uploads the data into the contract compliance process and electronic tracking system. Dollars spent with MWSBE firms will be counted in accordance with Section XI.~~I above.~~

D. Annual Report

The MWSBE Division will prepare an annual report based on the information submitted by each prime contractor or consultant and information from the City Procurement Services Division and County Purchasing Division regarding the use of MWSBE firms as prime contractors or consultants. The annual report will identify awards of City, County, and Blueprint contracts to MWSBE firms, prime use of MWSBE firms, prime progress in achieving project specific goals, and other MWSBE information.

XIV. MBE, WBE, AND SBE FIRM CERTIFICATION

An eligible MBE firm is a business concern that is both owned and controlled by minorities. An eligible WBE firm is a business concern that is both owned and controlled by women. This means that minorities or women must own at least fifty-one percent (51%) of the business and that they must control the management and daily operations of that business. An eligible SBE firm may be a business concern owned by a person who is neither a minority nor a woman meeting the criteria in **Section XIV.C** below.

A. Minority and Women Eligibility Standards

1. Minority Group Membership

Bona fide minority group membership will be established on the basis of the individual's documented claim that they are a member of a minority group as defined in these procedures and is so regarded by that particular minority community and is a United States citizen or lawfully admitted resident alien. However, the MWSBE Division is not required to accept this claim if it determines the claim to be invalid as discussed below.

2. Controlled by Minorities or Women

An eligible minority or woman owned business enterprise will be an independent business. The ownership and control by minorities or women will be real, substantial, and continuing, and will continue beyond the pro forma ownership of the firm as reflected in its ownership documents. The minority or women owners will enjoy the customary incidences of ownership and will share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance of the firm rather than form or arrangements.

Recognition of the business as a separate entity for tax or corporate purposes is not necessarily sufficient for recognition as an MWBE. In determining whether a potential MWBE is an independent business, the Minority, Women, and Small Business Enterprise Division will consider all relevant factors, including the date the business was established, the adequacy of its resources for the type of work specified, and the degree to which financial, equipment leasing, and other relationships with non-minority firms vary from established industry practice.

3. Operational Control

The primary consideration in determining operational control and the extent to which the minority person or woman actually operates the business will rest upon the peculiarities of the industry of which the business is a part.

Accordingly, in order to clarify the level of operational involvement of the minority person or woman in the business to be deemed as an MWBE firm, the following examples are not all inclusive:

a. The minority person or woman will have experience in the industry for which certification is sought.

b. The minority person or woman will demonstrate that basic decisions pertaining to the daily operation of the business are independently made.

c. The minority person or woman will technical competence in the industry for which certification is sought. Technical competence in this sense does not mean expert knowledge. It does mean the minority person or woman should have a working knowledge of the technical requirements of the business needed to operate in the industry.

4. Managerial Control

Control in this instance means that the minority person or woman has the demonstrable ability to make independent and unilateral business decisions necessary to guide the future and destiny of the business. Corporate bylaws and partnership agreements or other agreements should be free of restrictive language diluting the control of the minority person or woman, thus preventing or restricting him or her from making those decisions that affect the destiny of the business. Agreements for support services are permitted as long as the owner's power to manage the company or firm is not restrictive or impaired.

A minority person or woman must produce documentation demonstrating managerial control. A minority person or woman can demonstrate managerial control in any number of ways. This list below is not exhaustive; the MWSBE Division may accept documents demonstrating managerial control that are not on the list below. The MWSBE Division will accept the following examples of documentation of managerial control:

a. Authority and responsibility to sign payroll checks and letters of credit.

b. Authority for negotiations and signature responsibility for insurance and/or bonds.

c. Authority for negotiations and signature services, and/or

d. Authority for contractual negotiations with signature responsibility.

5. Non-Minority Management

If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not an MBE or WBE firm within the meaning of this policy. Where the actual management of the firm is contracted out to individuals who are not minorities or women, those persons who have, for example, the ultimate power to hire and fire, for the purpose of this program, will be considered as controlling the business. Therefore, a firm with non-minority management is ineligible for MBE or WBE certification. Such a firm may be considered an SBE firm.

B. Certification Process Procedures

1. The MWSBE Division will be solely responsible for certification of minority, women and small businesses. This certification will include but is not limited to:

a. Documentation of property and business income.

b. Documentation of appropriate professional certification and/or registrations.

c. Documentation of minority status claimed, which may include copies of Driver's License, Voter Registration Card, Birth Certificate, etc. The appropriate department's engineering staff will be responsible for pre-qualifying construction contractors, if applicable.

d. City/County business licenses/business tax certificate, if applicable.

e. Bank/credit references for the company or firm.

f. Last two years federal income and state sales tax returns and/or current Financial Statement.

g. Copy of incorporation articles/list of officers.

h. Notarized affidavit attesting to minority or non-minority female status.

i. Inventory of major equipment, if applicable

j. Presence on State of Florida or other MWBE lists, if applicable.

2. Once an applicant has submitted the application and all appropriate supporting documentation, certification review will be completed within forty-five (45) days and the appeal procedures as outlined in Section XI.H below will apply.

C. Certification Criteria

For Certification as an MBE, WBE, or SBE firm, the applicant must meet all of the criteria indicated in the chart below. Businesses may be Certified as follows: (1) MBE firm; (2) WBE firm; (3) SBE firm; (4) MBE/SBE firm; or (5) WBE/SBE firm. Businesses that qualify for certification as an MBE or WBE firm will be certified as an SBE firm.

Table 5 on the next page lists MBE, WBE, and SBE Certification Eligibility Criteria.

TABLE 5
MBE, WBE AND SBE CERTIFICATION ELIGIBILITY CRITERIA

MBE, WBE and SBE Certification Eligibility Criteria			
	Type of Certification (must meet ALL criteria marked X)		
	MBE	WBE	SBE
1. Majority Owner(s) must be a Minority or Minorities who manage and control the business. In the case of a publicly owned business, at least 51% of all classes of the stock, which is owned, will be owned by one or more of such persons.	X		
2. Majority Owner(s) must be a Woman or Women who manage and control the business. In the case of a publicly owned business, at least 51% of all classes of the stock, which is owned, will be owned by one or more of such persons.		X	
3. Majority Ownership in the business will not have been transferred to a woman or minority, except by descent or a bona fide sale within the previous 2 years.	X	X	
4. Majority Owner(s) must reside in the four-county Market Area of Leon, Gadsden, Jefferson, or Wakulla Counties.	X	X	X
5. Majority Owner(s) must be a United States citizen or lawfully admitted permanent resident of the United States.	X	X	X
6. Business must be legally structured either as a corporation, organized under the laws of Florida, or a partnership, sole proprietorship, limited liability, or any other business or professional entity as required by Florida law.	X	X	X
7. Business must be Independent and not an Affiliate, Front, façade, broker, or pass through company or firm.	X	X	X
8. Business must be a for-profit business concern.	X	X	X
9. Business must be currently domiciled ~~located~~ within the four-county Market Area of Leon, Gadsden, Jefferson, or Wakulla Counties.	X	X	X
10. Business must have all licenses required by local, state, and federal law.	X	X	X
11. Business must currently be licensed and engaging in commercial transactions typical of the field, with customers in the Local Market Area other than state or government agencies, for each specialty area in which Certification is sought. Further, if a Supplier, business must be making sales regularly from goods maintained in stock.	X	X	X
12. Business must have expertise normally required by the industry for the field for which Certification is requested.	X	X	X
13. Business must have a business net worth no more than $5 million.	X	X	X
14. Business must employ 200 or fewer full- or part-time employees, including leased employees.	X	X	X
15. Business must have been established for a period of one (1) calendar year prior to submitting its application for MWSBE certification.	X	X	X
16. Business must have a record of satisfactory performance on no less than three (3) projects, in the business area for which it seeks certification, during the past 12 calendar months.	X	X	X

D. Reciprocity

Upon written request and submission of required documentation, the MWSBE Division will grant reciprocal MBE, WBE, or SBE certification to qualifying applicant firms. The MWSBE Division will grant reciprocal MBE or WBE certification to applicant firms domiciled in the Market Area (Leon, Gadsden,

Jefferson, and Wakulla) that hold current MBE or WBE certification with the Florida Department of Management Services Office of Supplier Diversity (OSD). Majority Owner(s) must reside in the four-county Market Area of Leon, Gadsden, Jefferson, or Wakulla Counties. The MWSBE Division will grant reciprocal SBE certification to applicant firms domiciled in the Market Area that hold current Veteran-owned (VBE) certification with OSD. The term of reciprocal MBE, WBE, or SBE certification will follow the term of the applicant firm's certification with OSD.

The applicant firm will provide the MWSBE Division with documentation authenticating its OSD certification and expiration dates. The MWSBE Division reserves the right to request any additional documentation to verify or clarify the authenticity of the information provided.

An applicant firm that is currently under suspension or debarment by any governmental entity or that has been denied certification by the MWSBE Division in the six (6) months preceding its request for reciprocal certification may not use this reciprocity policy to circumvent the imposed sanctions or actions of the governmental entity.

E. Certification Review

Within forty-five (45) days of the completed application affidavit and required supporting documentation MWSBE Division staff will notify the applicant of approval or denial of certification. Applicants approved for certification will be assigned a certification number and notified by email. Certified MWBEs will be listed in the Online MWSBE Directory.

F. Recertification

1. The MWSBE Division will send a Recertification Application link via email from B2GNow to the appropriate MWSBE firm at least thirty (30) days prior to the certification expiration date. The MWSBE Recertification Application link will be accompanied by appropriate instructions.

2. When the online Recertification Application is received by OEV, it is reviewed for comparison with the content of the original application. All appropriate changes are noted in the online MWSBE Directory. MWSBE Recertification is valid for two years.

3. If there has been a change in ownership interest and/or control, appropriate supporting documentation will be required for continued certification.

A company or firm that fails to submit all appropriate information by the anniversary date of certification will be deemed to have abandoned its application for recertification.

G. Denial of Recertification

If the review by the MWBSE Division indicates that the previously certified MWSBE firm no longer meets eligibility standards as defined in these procedures for recertification as a MWSBE firm the application for recertification will be denied.

The MWSBE Division will notify the MWSBE firm by certified mail that the staff review has indicated that the business is no longer eligible for certification, and that the applicant will have the right to appeal such recertification denial in accordance with **Section XIV.H** below.

H. Decertification

The MWSBE Division reserves the right to revoke the certification of a business at any time such action is deemed necessary. Grounds for revocation of certification will include but are not limited to the following:

1. Submission of fraudulent information as part of the certification process.
2. Failure to promptly report any change in ownership or control of the firm.
3. Failure to promptly report any name, address or phone number changes of the firm.
4. Failure to respond to request for information from the MWSBE Division.
5. Fraudulent representation or participation on City or County projects or contracts.
6. Submittal of fraudulent information or documentation to the MWSBE Division as may be requested or as part of the normal procurement process.
7. Revocation of certification by the State of Florida, Department of Management Services or the State of Florida Department of Transportation.

~~7.~~

I. Certification Denial Right of Appeal

1. Any business denied certification, recertification, or decertified by the MWSBE Division will have the right to appeal such denial. Notice of appeal will be filed in writing to the MWSBE Director within seven (7) business days of receipt of the notice of denial from the MWSBE Division.
2. The Notice of Appeal will indicate the reason(s) and provide additional information, if appropriate, as to why the business believes the denial was in error.
3. The MWSBE Director will provide a written response acknowledging receipt of the correspondence to the business within seven (7) business days upon receipt of the formal appeal.
4. Failure to file with the MWSBE Director within the prescribed time frame will constitute a waiver of proceedings under this section. The MWSBE Director will schedule a review within thirty (30) calendar days of receipt of request for appeal and issue a final written decision. This review by the MWSBE Director is the final step available in the administrative process for an appeal of denial of original certification, recertification, or decertification.
5. A firm whose application has been denied may re-apply six months after final denial notice.

J. Review

The policies promulgated under this regulation will be reviewed and evaluated on an annual basis. A full sunset review will be conducted within five (5) years of the adoption of these policies.

XV. MBE, WBE AND SBE FIRM GRADUATION

A. Certified MWSBE firms will graduate from MWSBE certification when the firm net worth exceeds $5 million or they exceed 200 employees.

B. Any interested party may request an evaluation of an MWSBE firm. The MWSBE Division will evaluate the firm at the time of its recertification. If the MWSBE Division determines that the firm has exceeded the size standards described above, the following provisions will apply:

1. Notification. The MWSBE Division will issue a letter of notification to the firm notifying the firm of its graduation. The letter of notification will set forth findings for every material issue relating to the basis of the program graduation with specific reasons for each finding based on facts and in accordance with law, regulations, and this policy.

2. Appeal. The firm will be allowed 45 days from the date of the letter to appeal the decision. To appeal the decision, the company or firm must submit in writing to the MWSBE Division information explaining why the graduation is not warranted. Upon receipt of the appeal, the MWSBE Division will notify the firm in writing of the receipt of the appeal.

3. Review. If the firm appeals its graduation within the requisite 45 days, the Director of PLACE will review the appeal. The Director of PLACE will issue a written decision within 15 days of receipt of the appeal via USPS or certified mail.

4. After the effective date of a firm's graduation as provided for herein, a firm is no longer a certified MWSBE firm. However, the firm remains obligated to complete previously-awarded contracts and/or subcontracts, including any priced bids that may be exercised.

XVI. CAPACITY BUILDING COMPONENT

To ensure that opportunities to participate are available to the maximum number of interested, available, and qualified businesses, the MWSBE Division will develop and implement a comprehensive capacity building component (CBC) that includes outreach and technical assistance. The CBC is aimed at increasing business participation in the City's, County's, and Blueprint's contracting and procurement process. This program may include, without limitation, any or all of the following:

A. Outreach and information dissemination;

B. Technical assistance program to prepare MBE, WBE, and SBE firms to compete for specific contracts;

C. Implement and monitor a supportive services program to develop and improve immediate and long-term business management, record keeping and financial and accounting capability for businesses;

D. Develop and provide services to help businesses improve their long-term development, increase their opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve self-sufficiency;

E. Establish a program to assist new, start-up or emerging businesses; and assist businesses in developing their capability to utilize emerging technology and conduct business through electronic media.

F. Establish a method of evaluating MBE, WBE, and SBE firms and prime contractors and consultants in coordination with the City Procurement Services Division, County Purchasing Division and City, County, and Blueprint project managers to provide feedback on performance and evaluate firm capacity.

XVII. FORMS

OEV will work with the City Procurement Services Division and County Purchasing Division to standardize all bid solicitation forms, requests for proposals, construction contracts, work order agreements and professional service contracts to include a statement referring to the MWSBE policy and the expected level of MWSBE participation.

Leon County Board of County Commissioners

Agenda Item #13

July 11, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on the County's FY 2021 and FY 2022 Minority and Women Business Enterprises Expenditures

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE) Keith Bowers, Director, Office of Economic Vitality (OEV)
Lead Staff/ Project Team:	Darryl Jones, Deputy Director, OEV Minority, Women & Small Business Enterprise (MWSBE) Shanea Wilks, Senior Coordinator, OEV MSWBE

Statement of Issue:

This item seeks Board acceptance of a status report on the County's Minority and Women Business Enterprise (MWBE) Program expenditures for the Fiscal Years 2021 and 2022. This status report keeps the Board apprised of the County's expenditures and progresses toward achieving the MWBE aspirational goals by determining the amount of minority, women, and non-MWBE businesses participating in the County's procurement processes when aspirational targets are present.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on the County's FY 2021 and FY 2022 Minority and Women Business Enterprises expenditures.

Report and Discussion

Background:

This item seeks Board acceptance of a status report on the County's MWBE Program expenditures for the Fiscal Years 2021 and 2022. This status report keeps the Board apprised of the County's expenditures and progress toward achieving the MWBE aspirational goals by determining the amount of minority, women, and non-MWBE businesses participating in the County's procurement processes when aspirational targets are present, and evaluates FY 2021 and FY 2022 expenditures to determine the amount of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) participation in County projects.

This evaluation of FY 2021 and FY 2022 expenditures is based upon the joint Leon County, City of Tallahassee, and Blueprint Intergovernmental Agency MWSBE Policy (Attachment #1), which the Board adopted on February 25, 2020, and became effective in April 2020. On February 9, 2023, the Blueprint Intergovernmental Agency (IA) Board accepted the most recent update to the Disparity Study. It directed staff to bring back revisions to the MWSBE Policy based on the Study recommendations. The policy revisions will be brought back to the IA Board in September, followed by the County and City Commissions, to be implemented by early FY 2024.

As outlined in the analysis, the County exceeded its MWBE total goals in both FY 2021 and FY 2022. In FY 2021, the County attained 138% of its total goal for MBE expenditures and 357% of its total goal for WBE expenditures. In FY 2022, the County attained 238% of its total goal for MBE expenditures and 180% of its total goal for WBE expenditures.

In FY 2021, the County spent nearly $18.9 million on projects and services (such as construction, architecture and engineering and materials/supplies, etc.) that qualified for MWBE aspirational goals. Of that amount:

- $2,227,543 was spent on MBE firms and $4,692,629 was spent on WBE firms for a total of $6,920,172, or 37% of total expenditures.

In FY 2022, the County spent $17.4 million on projects and services (such as construction, architecture and engineering and materials/supplies, etc.) that qualified for MWBE aspirational goals. Of that amount:

- $2,813,381 was spent on MBE firms and $2,160,631 was spent on WBE firms for a total of $4,974,012, or 28% of total expenditures.

A detailed analysis regarding these expenditures for MBEs and WBEs within each procurement category is presented in the analysis section of this item.

The MWBE Program functions of the Leon County Government and the City of Tallahassee are administered in the Office of Economic Vitality (OEV) based on the legal defensibility provided by the 2020 Disparity Study prepared by MGT of America. Disparity studies serve as the evidentiary basis and legal foundation for implementing race- and gender-based government

programs. For example, in the *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), the United States Supreme Court held that a compelling state interest in using a race- and gender-conscious program must be demonstrated by factual predicate evidence of significant disparity and such programs must be narrowly tailored to recent, geographically-relevant evidence.

The 2020 Disparity Study identified the number of available MBE and WBE firms within the market area and categorized these firms by business category, race, and gender. Businesses classified as MBE or WBE firms were at least 51% owned and controlled by members of one of the following race and gender groups, including firms certified by other government agencies: African Americans, Hispanic Americans, Asian Americans, Native Americans, and Nonminority Women. Based on statistical disparities between the percentage of funds historically expended with MWBEs in the market area, and the number of available MWBEs in the same area, the MGT Study provided statistical evidence to support a narrowly tailored program to promote the utilization of MWBEs. The aspirational goals are provided in Table #1.

Aspirational goals are considered the minimum level of MBE and WBE firm participation expected for a particular project, with consideration given to subcontracting opportunities and the availability of MBE and WBE firms in the market area that are available and capable of performing the work. A qualifying MWBE contracting expenditure is defined as the procurement category for which goals are ascribed (architecture and engineering, construction subcontracting, professional services, et al.). These categories in the MWSBE Policy are the industry standard for supplier diversity programs. Aspirational goals are established by procurement category rather than population to remedy the underutilization and substantial underutilization among MWBE businesses to reflect the market. MWSBE staff identifies the procurement category and the number of certified firms available to perform the services specified within the market area for an individual solicitation. Businesses not certified by OEV or the Florida Department of Management Services Office of Supplier Diversity (OSD) do not count towards MBE and WBE participation.

Table #1: MWBE Aspirational Goals for Leon County

Procurement Category	Aspirational MBE Goal	Aspirational WBE Goal
Construction Prime Contractors	5%	4%
Construction Subcontractors	14%	9%
Architecture & Engineering	8%	6%
Professional Services	5%	6%
Other Services	6%	8%
Materials and Supplies	1%	6%

These aspirational goals are applied to solicitation projects during the pre-solicitation development meetings with cross-departmental participation, including the project manager, OEV, Purchasing, and other staff as needed. After reviewing the project specifications and affirming the market presence of certified firms in the associated industries, aspirational goals are assigned to the project. Additionally, the MWSBE Policy provides guidance relative to the "Good Faith Effort" process.

The methodology as to how aspirational targets are used in the procurement process is important; however, they are simply goals. Legally, they are not requirements and cannot be construed as quotas. The law requires flexibility for vendors not meeting the aspirational targets associated with specific procurements. This is why "Good Faith Effort" is often utilized during verbal and written staff presentations to the Board. Good Faith Effort (GFE) is a process required for every procurement with an aspirational goal. Respondents may demonstrate good faith effort by meeting project-specific goals or by indicating they have made a reasonable effort to do so by submitting documentation of GFE toward meeting the goals. All respondents, whether MWBE or non-MWBE, must comply with the GFE requirement, which determines responsiveness. Each of the following activities is worth 10 points towards documentation of GFE. A combination of the following activities reaching a minimum of 50 points will demonstrate GFE:

1. Attendance at pre-bid or pre-proposal meeting, if applicable
2. Copies of written correspondence sent to the MWSBE Division no later than fifteen (15) business days before the solicitation response deadline seeking help in identifying firms available to meet the project-specific goals.
3. Copies of advertisements placed by the respondent in the local newspaper and minority publications in the Market Area, announcing the project and seeking MBE or WBE participation.
4. Copies of written correspondence sent to a certified MBE or WBE firm. The correspondence should include the following:
    a. The specific work the contractor, intends to subcontract;
    b. That interest in participation by the MWBE firm on the contract is being solicited; and,
    c. How to obtain information for the review and inspection of contract plans and specifications.
5. Documentation that the respondent selected economically feasible portions of work to be performed by MWBEs, including, where appropriate, breaking down contracts or combining elements of work into economically feasible units. (The ability of the contractor to perform the work with its own workforce will not in itself excuse a contractor from making positive efforts to meet contract goals).
6. Documentation that the respondent negotiated in good faith with interested MWBE firms and accepted all interested MWBE firms with sound business reasons. Price alone does not constitute a sound business reason unless the respondent can demonstrate that no reasonable price can be obtained from an MWBE firm.

7. Documentation that the respondent reviewed all quotations received from MWBE firms, and for those quotations not accepted, an explanation of why the MWBE will not be used during the course of the contract. (Receipt of a lower quotation from a non-MWBE will not in itself excuse a contractor's failure to meet contract goals).
8. Documentation detailing the respondent's effort to contact MBE and WBE firms who provide the services needed for the solicitation, and indicating that the respondent provided ample time for potential MWBE firms to respond, including a chart outlining the methods of contact, and schedule or time frame in which respondent conducted its good faith effort.
9. Documentation that the respondent offered to provide interested MWBE firms with assistance in reviewing the solicitation plans and specifications at no charge to the MWBE firms.
10. Documentation of follow-up telephone calls with potential MWBE firms encouraging their participation.

Respondents are required to contact the MWSBE Division immediately for guidance and assistance in any of the following events: (1) the respondent anticipates or has difficulty identifying an MWBE firm to meet project-specific goals; (2) the respondent cannot identify portions of the work that can be contracted to MWBE firms; or (3) the respondent determines that contracting portions of the work to another entity is not possible. GFE intends to ensure contracting opportunities for MWBE firms and document the efforts undertaken toward achieving the MWBE aspirational goals.

The remainder of this status report provides an analysis of County expenditures in FY 2021 and FY 2022 to determine the amount of minority, women and non-MWBE businesses participation in the County's procurement processes when aspirational targets are present. The expenditures for MBEs and WBEs are provided by each procurement category for which the County competitively solicited goods and services.

Analysis:

OEV administers the MWBE Program functions on behalf of the County, City, and IA. OEV utilizes B2GNow as its compliance monitoring software to track all contracts and associated MWBE subcontractor payments. Relative to the FY 2021 and FY 2022 annual expenditures, the County's data reflects direct payments to prime contractors and reported subcontractor spending. Table #2 summarizes the County's MWBE utilization for FY 2021 and FY 2022 across all procurement categories.

Table 2: Total MWBE Utilization for FY 2021 and FY 2022

	2021 MBE Total	2021 WBE Total	2022 MBE Total	2022 WBE Total
Aspirational Target in $	$1,616,784	$1,315,510	$1,182,871	$1,202,424
Actual Expenditures in $	$2,227,543	$4,692,629	$2,813,381	$2,160,631
Goal Attainment	138%	357%	238%	180%

The historical trend for Leon County Government's expenditures is associated with budgeted projects that often include building repairs and improvements, road maintenance, road improvements, and stormwater and drainage improvements. The following sections provide analyses of annual expenditure data for FY 2021 and FY 2022 to determine the MBE and WBE utilization levels in the respective procurement categories based on the MWBE Policy.

FY 2021 Data Analysis

In FY 2021, 138% of the overall aspirational goal value was met for MBE total expenditures. Spending for the procurement categories for Architecture and Engineering, Construction Prime Contractors, and Other Services (e.g., landscaping, security services, etc.) exceeded the aspirational goals for MBE participation. Total WBE expenditures in FY 2021 were 357% of the aspirational goal value across all of the procurement categories. WBE expenditures greatly exceeded the goals in the procurement categories of Construction Prime Contractors; Construction Reported Subcontractors, and Other Services. The WBE percentage of expenditures associated with the remaining procurement categories of Architecture and Engineering, Professional Services, and Materials and Supplies were less than the aspirational goal for FY 2021. The historical trend of limited availability of MBE and WBE firms continues in both the Materials and Supplies and Professional Services procurement categories.

The following tables and analyses provide the County's MBE and WBE expenditures in FY 2021 by procurement category.

Table #3: FY 2021 County MBE Expenditures by Procurement Category

Category	FY 2021 Total Expenditures	Aspirational Goal %	Aspirational Goal $ Value	FY 2021 MBE Actuals		Goal Attainment
				MBE % of Total	MBE Expenditures	
Architecture & Engineering	$540,940	8%	$43,275	20%	$109,726	254%
Construction Prime Contractors	$5,790,465	5%	$289,523	13%	$732,751	253%
Construction Reported Subcontractors	$7,142,614	14%	$999,966	13%	$935,472	94%
Professional Services	$474,231	5%	$23,712	0%	-	0%
Other Services	$4,220,369	6%	$253,222	11%	$449,594	178%
Materials and Supplies	$708,598	1%	$7,086	0%	-	0%
Totals	***$18,877,217***	***N/A***	***$1,616,784***	***12%***	***$2,227,543***	***138%***

Table #4: FY 2021 County WBE Expenditures by Procurement Category

Category	FY 2021 Total Expenditures	Aspirational Goal %	Aspirational Goal $ Value	FY 2021 WBE Actuals		Goal Attainment
				WBE % of Total	WBE Expenditures	
Architecture & Engineering	$540,940	6%	$32,456	0%	-	0%
Construction Prime Contractors	$5,790,465	4%	$231,619	42%	$2,422,685	1046%
Construction Reported Subcontractors	$7,142,614	9%	$642,835	22%	$1,560,996	243%
Professional Services	$474,231	6%	$28,454	3%	$13,692	48%
Other Services	$4,220,369	8%	$337,630	16%	$663,082	196%
Materials and Supplies	$708,598	6%	$42,516	5%	$32,174	76%
Totals	***$18,877,217***	***N/A***	***$1,315,510***	***25%***	***$4,692,629***	***357%***

- The expenditures for *Architecture and Engineering (A&E)* are typically awarded through Continuing Services Agreements (CSAs). This is a category in which MWBE utilization has historically been low due to CSAs. During FY 2021, the County Administrator rejected a solicitation for CSAs related to Architecture and Engineering services and directed staff to readvertise the solicitation to include MWBE participation. This resulted in two MBE firms being awarded CSAs which positively impacted the MBE utilization in this category. Additionally, in a separate solicitation, an MBE was awarded a CSA for services associated with Civil Engineering.
    - During this reporting period, A&E expenditures with MBE firms exceeded the aspirational goal value by $66,451. This resulted in the attainment of 254% of the MBE aspirational goal for services associated with various County projects, including building maintenance and improvements, miscellaneous transportation improvements, and stormwater improvement projects.
    - There were no WBE expenditures for A&E in FY 2021. A contributing factor is that no certified WBE firms were awarded for multiyear A&E services CSAs in the solicitation process. A noncertified WBE firm was awarded a CSA, which at the time of writing this item, is in the certification process with the State of Florida.

- In the *Construction Prime Contractor* category, expenditures associated with this category are minor courthouse renovations, drainage improvements, and septic-to-sewer conversion projects. Most procurement opportunities and the associated project size require bonding, insurance, and experience that are historically found among larger-sized companies. Most of the certified MBEs prefer to respond to subcontracting opportunities compared to

responding as primes. Capacity challenges associated with financing and bonding requirements are the most frequently cited explanation for this trend of not responding as a prime contractor. In 2017, the County revised the MWBE Policy to entice MBE and WBE firms to bid on projects as prime contractors by allowing them to self-perform subcontracting work to satisfy the MWBE goals rather than subcontracting the work to other certified firms. This was designed for MBE and WBE firms to earn a greater share of the contract amount. This practice has increased WBE expenditures in the *Construction Prime Contractors* and *Construction Reported Subcontractor* categories but has not yet materialized for MBE firms consistently.

OEV plays a pivotal role in assisting MWBEs in transitioning from subcontractors to prime contractors by providing targeted resources and support tailored to the specific needs of MWBEs, recognizing the unique challenges they may face. Through the pre-solicitation process, OEV can recommend that projects under $250,000 be reserved for MWBEs to respond as primes. OEV recommends larger projects be "unbundled" when there are project specifications where MWBE utilization is available. Leon County Purchasing manages the "unbundled" specification, and the utilization is documented in the MWSBE Expenditure Report as "prime contracting" utilization compared to subcontracting. In addition, OEV continues to facilitate relationships and increased utilization of business ecosystem resources for certified MWBE firm, including bid estimating services with the FAMU SBDC; workforce resources with CareerSource Capital Region; and project financing with FAMU Federal Credit Union and the SmartSteps Loan Program. These capacity-building resources assist firms in transition from subcontracting only to becoming certified prime contractors. July 24, 2023, OEV will host an MWSBE Academy with the FAMU Federal Credit Union highlighting the resources available for firms to equip themselves for prime contracting opportunities. Through these multifaceted efforts, OEV actively contributes to creating a more inclusive and diverse business environment, driving economic growth and empowerment.

- During FY 2021, MBEs were awarded as primes in this category for which the majority of the projects are associated with CSAs for home replacements, home rehabilitations, and other repair services associated with health and safety. *Construction Prime Contractors* totaled $732,251 253% of the aspirational goal. It should be noted that funding associated with these projects comes from outside revenue sources (including State Housing Initiatives Partnership, Community Development Block Grant, etc.,) not through the County's Capital Improvement Program. Therefore, activity in this category may vacillate annually.
- WBE expenditures for *Construction Prime Contractors* totaled $2,422,685 which was 1,046% of the aspirational goal. The value of WBE expenditures for *Construction Prime Contractors* vastly exceeded the FY 2021 aspirational goal because the same WBE contractor performed the prime and subcontracting work.

- The *Construction Reported Subcontractors* category is generally the most lucrative for MBE and WBE firms.
    - In FY 2021, the County spent $935,472 on MBE firms in this category, slightly less than the 14% aspirational goal for MBE firms.
    - WBE expenditures for *Construction Reported Subcontractors* totaled $1,560,996, 22% of all expenditures in this category and 243% of the WBE aspirational goal. As previously mentioned, the self-performance of *Prime Contractors* is a factor relative to this expenditure activity.

- In the *Professional Services* category, MBE and WBE opportunities are often limited. Even though staff has been able to identify firms in accounting and auditing, consulting, and legal services, there are rarely subcontracting opportunities for such services. The County's professional services procurements are often fulfilled through CSAs. Historically, these *Professional Services* opportunities and the firms qualified to meet them are renewed every 3-5 years. When feasible, OEV will continue to identify opportunities to assign aspirational goals and subcontracting requirements in the pre-solicitation development process for CSAs to increase utilization opportunities for minority and women-owned firms.
    - No MBE firms were awarded contracts in this category in FY 2021.
    - WBE expenditures for the *Professional Services* category were $13,692, slightly less than half of the aspirational goal value for this category.

- Contrary to historical trends, MBE and WBE expenditure activity exceeded the aspirational goals for the *Other Services* (e.g., landscaping, security services, etc.) category.
    - MBE expenditures of $449,594 equaled 178% of the aspirational goal.
    - WBE expenditures totaled $663,082, nearly doubling this category's aspirational goal.

- The *Materials and Supplies* category provides limited opportunities for MWBE participation due to the commodities purchased in this category.
    - There were no certified MBE suppliers for the commodities purchased in FY 2021.
    - WBE expenditures were $32,174, approximately $10,000 less than the aspirational goal.

FY 2022 Data Analysis

In FY 2022, 238% of the overall aspirational goal value was met for MBE total expenditures. Spending for the procurement categories for Architecture and Engineering, Construction Prime Contractors, and Other Services (e.g., landscaping, security services, etc.) exceeded the aspirational goals for MBE participation. Total WBE expenditures in FY 2021 were 180% of the aspirational goal value across all of the procurement categories. WBE expenditures greatly exceeded the goals in the procurement categories of Construction Prime Contractors; Construction Reported Subcontractors, and Other Services. Similar to FY 2021, WBEs exceeded the goals for Construction Prime Contractors due to the ability to self-perform much of the subcontracting work associated with large projects. The historical trend of limited opportunities for both MBEs and WBEs continued in the Materials and Supplies and Professional Services categories.

The following tables provide the County's MBE and WBE expenditures in FY 2022 by procurement category.

Table #5: County MBE Expenditures by Procurement Category, FY 2022

Category	FY 2022 Total Expenditures	Aspirational Goal %	Aspirational Goal $ Value	FY 2022 MBE Actuals		Goal Attainment
				MBE % of Total	MBE Expenditures	
Architecture & Engineering	$ 432,115	8%	$34,569	74%	$321,371	930%
Construction Prime Contractors	$4,059,637	5%	$202,982	12%	$472,064	233%
Construction Reported Subcontractors	$3,589,003	14%	$502,460	17%	$599,407	119%
Professional Services	$585,434	5%	$29,272	0%	-	0%
Other Services	$6,519,833	6%	$391,190	22%	$1,420,539	363%
Materials and Supplies	$2,239,809	1%	$22,398	0%	-	0%
Totals	**$ 17,425,831**	**N/A**	**$1,182,871**	**16%**	**$ 2,813,381**	**238%**

Table #6: County WBE Expenditures by Procurement Category, FY 2022

Category	FY 2022 Total Expenditures	Aspirational Goal %	Aspirational Goal $ Value	FY 2022 WBE Actuals		Goal Attainment
				WBE % of Total	WBE Expenditures	
Architecture & Engineering	$432,115	6%	$25,927	1%	$3,780	15%
Construction Prime Contractors	$4,059,637	4%	$162,385	10%	$396,259	244%
Construction Reported Subcontractors	$3,589,003	9%	$323,010	21%	$751,714	233%
Professional Services	$585,434	6%	$35,126	0%	$250	1%
Other Services	$6,519,833	8%	$521,587	15%	$993,743	191%
Materials and Supplies	$2,239,809	6%	$134,389	1%	$14,885	11%
Totals	***$17,425,831***	***N/A***	***$1,202,424***	***12%***	***$2,160,631***	***180%***

- *Architecture and Engineering* procurement category:
  - During this reporting period, MBE expenditures represented 74% of this procurement category's spending, resulting in 930% of the aspirational goal.
  - WBE expenditures did not attain the aspirational goal.
- *Construction Prime Contractor* procurement category:
  - During FY 2022, expenditures associated with the *Construction Prime Contractor* totaled $472,064, 233% of the aspirational goal for the category. Similarly to FY 2021, these expenditures are associated with housing construction activities, including rehabilitation, replacement, and health and safety repairs. Furthermore, OEV will continue to recommend aspirational goals on CSAs when feasible to increase utilization opportunities for MWBEs in the pre-solicitation process.
  - WBE expenditures for *Construction Prime Contractors* totaled $396,259, 244% of the aspirational goal. The value of WBE expenditures for *Construction Prime Contractors* greatly exceeded the aspirational goal because WBE firms had successfully bid and been awarded these contracts. As the *Construction Prime Contractor*, the WBE firm also performed the WBE subcontracting work.
- *Construction Reported Subcontractors* procurement category:
  - In FY 2022, MBE firms earned $599,407, or 119% of the aspirational goal value for this category.

- WBE expenditures for Construction Reported Subcontractors totaled $751,714, which resulted in the attainment of 233% of the aspirational goal. Self-performance is a factor relative to expenditure activity, as mentioned above.

- *Professional Services* procurement category:
  - No MBE firms were awarded contracts in this category in FY 2022. In part, opportunities for MBE and WBE firms in this category remain limited due to CSAs with limited subcontracting opportunities.
  - WBE expenditures for *Professional Services* were minimal and realized 60% of the aspirational goal in this category.

- *Other Services* procurement category:
  - MBE expenditures were $1,420,539, which resulted in the attainment of 363% of the aspirational goal. Services associated with these expenditures include CSAs for security services, painting, and other miscellaneous expenditures.
  - WBE expenditures totaled $993,743, which resulted in the attainment of 191% of the aspirational goal.

- *Materials and Supplies* procurement category:
  - There were no certified MBE suppliers for the commodities purchased in FY 2022.
  - WBE expenditures were minimal in this category. In recent years, several WBE firms certified in the *Materials and Supplies* procurement category have changed ownership, reducing the market availability of certified WBE firms in this category.

Expenditures Summary

The County's long-standing commitment to small, minority, and women-owned businesses is evidenced through the administration of the MWBE Program, the County's procurement policies and practices, and the continuous efforts by OEV to engage these businesses in procurement and growth opportunities. Based on the expenditure data and analysis provided herein, the County continues to meet or exceed the aspirational goals in several procurement categories, particularly the aspirational goals for the Construction Reported Subcontracting, which has historically been the most lucrative category for MWBEs.

Consistent with historical trends, aspirational goals still needed to be met in some procurement categories due to the use of CSAs to expedite projects, the lack of subcontracting opportunities in some categories, and limited market availability in other categories. A significant improvement in recent years reflected in the expenditure data was the policy revision allowing prime contractors to self-perform subcontracting work to satisfy the MWBE goals. This was designed for MBE and WBE firms to earn a more significant share of the contract amount. This practice has dramatically increased WBE expenditures in the Construction Prime Contractors and Construction Reported Subcontractor categories, but has yet to materialize for MBE firms. Another significant improvement has been the mandatory pre-solicitation development meetings among County staff

to ensure that MWBE goals are assigned and appropriately aligned with the market for each procurement opportunity.

OEV's MWSBE Division will continue focusing on certifying and expanding opportunities for MWSBE Program participants in all procurement categories. Based on the 2022 Disparity Study Update, additional revisions to the MWBE Policy will be brought back for consideration to enhance the program and utilization of MWBE businesses.

MWBE Certification:
OEV works to identify and expand opportunities to as many certified businesses as possible to increase the chances of utilization. Staff works to 1) expand the number of businesses that are aware of the benefits of the consolidated County/City/Blueprint MWBE Program, 2) familiarize businesses with the process by which they may certify, and 3) assist businesses in gaining full certification which enables participation in the County procurement processes as an MWBE. To ensure these efforts are achieved, staff engages in the following programs:

- One-on-One Certification Assistance: Staff continues to provide virtual technical assistance by scheduling certification appointments from the OEV website.

- Industry Academies: During FY 2021 and FY 2022, staff provided webinars on various topics, including risk management, capacity building, and employee retention.

- Business Assistance Referrals: Staff routinely refers businesses needing planning and financial assistance to the FAMU Small Business Development Center (SBDC) and Jim Moran Institute. These opportunities were limited in FY 2021 and FY 2022 due to the global pandemic but fully resumed in FY 2023.

- Annual Business Development and Networking Programs: The MWSBE Division's participation and support of the local Minority Enterprise Development (MED) Week, the Black Business Expo, and other business networking events continue to promote the impact and importance of minority, women, and small businesses. OEV launched the inaugural Black Business Expo in FY 2022 with more than 100 participants who directly engaged with prime construction contractors and the managers of private and public projects.

- Reciprocal Certification: In June 2020, a process for certification reciprocity process between the Tallahassee-Leon County Office of Economic Vitality and the State of Florida's Office of Supplier Diversity was established. This has significantly expanded the number of available certified vendors within the local market area of Leon, Gadsden, Jefferson, and Wakulla Counties and was approved in the consolidated MWBE Policy.

Conclusion:

The County's long-standing commitment to small, minority, and women-owned businesses is evidenced through the administration of the MWBE Program, the County's procurement policies and practices, and the continuous efforts by OEV to engage these businesses in procurement and growth opportunities. The County continues to meet or exceed the aspirational goals in several

procurement categories, particularly the aspirational goals for the Construction Reported Subcontracting, which has historically been the most lucrative category for MWBEs.

Some procurement categories still needed to meet aspirational goals consistent with historical trends. However, there is a robust program of certified MWBE vendors that continues to expand, and good faith efforts are required for every procurement with an aspirational target. The MWSBE Division will continue to focus on certifying and expanding opportunities for MWSBE Program participants in all procurement categories based on the most recent (2022) Disparity Study Update.

Based on the findings of the 2022 Disparity Study Update and guidance from the IA Board, staff will bring back revisions to the joint MWBE policy for consideration by the IA Board in September, followed by the County and City Commissions. The goal is to implement the revised MWBE policy for solicitations and expenditures by early FY 2024.

Options:

1. Accept the status report on the County's FY 2021 and FY 2022 Minority and Women Business Enterprises expenditures.
2. Do not accept the status report on the County's FY 2021 and FY 2022 Minority and Women Business Enterprises expenditures.
3. Board direction.

Recommendation:

Option #1

Attachment

1. Joint Leon County, City of Tallahassee, and Blueprint MWBE Policy

Leon County
Board of County Commissioners

Notes for Agenda Item #10

Leon County Board of County Commissioners

Agenda Item #10

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed Revisions to Policy No. 04-6, "Policy for Purchases of Food, Beverage and Supplies"

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Mathieu Cavell, Director, Community Relations and Resilience Roshaunda Bradley, Director, Office of Management and Budget

Statement of Issue:

This item seeks Board adoption of proposed revisions to Policy No. 04-6, "Policy for Purchases of Food, Beverage and Supplies". The proposed revisions authorize the County Administrator or designee to approve the purchase of alcoholic beverages for County-related events or meetings.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt the proposed revised Policy No. 04-6, "Policy for Purchases of Food, Beverage and Supplies" (Attachment #1).

Report and Discussion

Background:

This item seeks Board adoption of proposed revisions to Policy No. 04-6, "Policy for Purchases of Food, Beverage and Supplies". The proposed revisions authorize the County Administrator or designee to approve the purchase of alcoholic beverages for County-related events or meetings.

On July 11, 2023, the Board adopted revisions to the County's Policy for Purchases of Food, Beverages, and Supplies (Policy No. 04-6) to update provisions related to the purchase of food and beverages during events and meetings. The Policy was also updated to address recent input from FEMA that the Policy must explicitly state that meals will be provided in order for FEMA to provide future reimbursements to the County for these meals during a declared state of emergency. While these revisions addressed specific operational needs, they inadvertently omitted the authority to purchase alcoholic beverages for County-hosted events in limited circumstances. These events have historically been tourism-related events as described in the Analysis section.

Analysis:

The purpose of the revised Policy is to update provisions related to authorized expenditures for alcoholic beverages. Historically, alcoholic beverage service has been permitted for County tourism-related activities such as the annual Tourism Marketing Rollout event, sales meetings and receptions, the Concert Series at the Adderley Amphitheater, and the recent opening of the Visitor Information Center in the Historic Amtrak Railroad Station.

As written, the current Policy does not permit County funds to be used to pay for alcoholic beverages at any County events. Currently, the Policy does not authorize the County to purchase alcoholic beverages when hosting national media partners, travel journalists and influencers, vendors, and other entities for these events or meetings. The proposed revisions to Policy No. 04-6 would allow the purchase of alcoholic beverages for County-related events, subject to approval by the County Administrator or designee.

Options:

1. Adopt the proposed revised Policy No. 04-6, "Policy for Purchases of Food, Beverage and Supplies" (Attachment #1).
2. Do not adopt the proposed revised Policy No. 04-6, "Policy for Purchases of Food, Beverage and Supplies".
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed Revisions to Policy No. 04-6 with strike through and underline

12.03

Board of County Commissioners
Leon County, Florida

Policy No. 04-6

Title:	Policy for Purchases of Food, Beverages, and Supplies
Date Adopted:	~~July 11, 2023~~December 12, 2023
Effective Date:	~~July 11, 2023~~December 12, 2023
Reference:	N/A
Policy Superseded:	Policy No. 04-6 "Policy for Purchases of Food, Beverages and Supplies" adopted October 26, 2004; revised July 11, 2023

It shall be the policy of the Leon County Board of County Commissioners, that Policy No. 04-6 "Policy for Purchase of Food, Beverages and Supplies", adopted by the Board on ~~October 26, 2004~~July 11, 2023, is hereby amended and a revised policy is adopted in its place, to wit:

I. PURPOSE

This policy shall define authorized expenditures by Policy No. 04-6 as amended herein, for food, non-alcoholic beverages and supplies.

II. SCOPE

Policy No. 04-6 applies to all County business units, departments, divisions and any governing body of Leon County. It encompasses any purchasing means, including P-Card, purchase order, and personal funds (for subsequent reimbursement).

III. POLICY

1. The Policy for Purchases of Food, Beverages, and Supplies authorizes the purchase of all or a portion of food, ~~non-alcoholic~~ beverages, supplies and incidental expenses when such expense fulfills a public purpose. Food may include refreshments or meals depending upon the circumstances, and with prior approval by the County Administrator or designee. The purchase of alcoholic beverages is subject to prior approval by the County Administrator, or designee, for County-related events. Supplies may include generally accepted articles of appreciations and awards purchased in accordance with the established Leon County Awards Program. Incidental expenses include room setup charges, table linens, table decorations, and gratuities. ~~Such~~ The purchase of food ~~non-alcoholic~~ beverages, supplies, and incidental purchases are authorized, for the following meetings, events, functions and situations:

    a. For County-sponsored meetings, events and functions involving citizens (e.g. Citizen Engagement Series, Leon County Sustainability Summit, public

information meetings, educational programs, ribbon-cutting events, and ground-breaking ceremonies).

b. For meetings that span traditional meal periods involving boards, including those which receive compensation (e.g. Board of County Commissioners); such expenses may be incurred for any required attendee provided that the meeting takes place and the attendee is present before and after the traditional meal period being spanned.

c. For meetings and special events sponsored by other organizations but that include County participation when such an event furthers a County purpose.

d. For Employee Appreciation Events when recognition is the primary focus of the event. Invited guests may be included at such events.

e. Meals for employees required to work during a local state of emergency declared pursuant to Chapter 2, Article VIII, of the Code of Laws of Leon County, Florida. The purchase of meals for employees required to work in various assigned locations during a state of emergency including, but not limited to: the Emergency Operations Center (EOC), sandbag locations, comfort stations, emergency shelters, employee sheltering/standby locations, emergency response functions such as road clearing, debris removal, etc.

f. Meals when employees and others are not permitted to leave for meals due to emergency circumstances, as approved by the County Administrator.

g. Senior managers may take customers, dignitaries, and "out of town official visitors" to a meal to explore County-related issues, with prior approval of their supervisor. Such activities shall be the exception and not the rule.

h. Employees making out of town site visits to other governmental offices may take their hosts to a meal.

i. Food for team recognition events celebrating completion of a team's project.

j. Food may be purchased for selected special events if prior approval is granted by the County Administrator, or designee.

k. Employees called in to work on evenings, weekends, and holidays, when not regularly scheduled, may be provided with food.

l. Reimbursement of employees for attending special events where the employee is representing the County in an official capacity, such as the United Way kickoff luncheon, Legislative reception, Chamber of Commerce, etcetera.

m. In-County business travel including mileage and meals, as required and approved by managers, including for professional education. Examples include monthly luncheon meetings of a professional organization, such as planners, county administrator, engineers, and attorneys.

n. Off-site meetings when working through a mealtime, such as work sessions at the Florida Association of Counties, with prior approval of the County Administrator or designee.

o. For service awards and other office-wide recognition events held during work hours.

p. Retirement receptions to celebrate retiring employees.

q. For educational or training events, new employee orientation, and large agency information sessions.

r. For Commissioners and staff required to attend Commission Workshops and meetings.

If clarification is required to determine whether a purchase is permissible under this Policy, an individual shall contact their supervisor.

2. Certain categories of purchases are generally prohibited, although exceptions may be made by the County Administrator or designee. Refreshments shall generally not be purchased for:

   a. Supervisor meetings, division meetings, and departmental meetings;

   b. Birthday celebrations; and

   c. Individuals working through lunch, whether planned in advance or not.

3. Funding of events is allowable when it is part of a comprehensive program, such as a Library program or a facility dedication. Pre-approval for these types of activities is required by the County Administrator or designee.

4. ~~Employee~~ Any solicitation ~~or acceptance~~ of food, ~~non-alcoholic~~ beverages, supplies or incidental purchases from vendors for County events is prohibited. Except at a County event that includes vendors, any acceptance of food, beverages, supplies or incidental purchases from such vendors is prohibited.

IV. PROCEDURES

1. All expenditures of funds as authorized by County Policy No. 04-6 shall be supported by the department's County budget. All such expenditures are also subject to the Leon County Purchasing Policy.
2. Invoices and/or receipts associated with purchases made pursuant to County Policy No. 04-6 shall be detailed and submitted to the Clerk Finance Division within 30 days of the conclusion of the meeting, event, function, or situation.

Revised 12/12~~7/11~~/2023

Leon County
Board of County Commissioners

Notes for Agenda Item #11

Leon County Board of County Commissioners

Agenda Item #11

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator



Title: Proposed Revisions to the County Cybersecurity Policy

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Michelle Taylor, Chief Information Officer
Lead Staff/ Project Team:	Alan Russell, Cybersecurity Manager Janna Richardson, Director of Applications and Databases Will Whittle, Director of IT Operations

Statement of Issue:

This item seeks Board adoption of a new County Cybersecurity Policy, superseding the current Computer Security Policy No. 95-12, in accordance with statutory requirements intended to safeguard local government data and information technology resources. The proposed policy adopts the latest cybersecurity standards which must be reported to the state by January 1, 2024.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt the proposed County Cybersecurity Policy (Attachment #1).

Report and Discussion

Background:

This item seeks Board adoption of a new County Cybersecurity Policy, superseding the current Computer Security Policy No. 95-12, in accordance with statutory requirements intended to safeguard local government data and information technology resources. The proposed policy adopts the latest cybersecurity standards which must be reported to the state by January 1, 2024.

The proposed Cybersecurity Policy (Policy) satisfies the statutory requirements and updates County practices and procedures to meet best practices. The new Policy is based upon National Institute for Standards and Technology (NIST) best practices, national Criminal Justice Information System (CJIS) recommendations, FDLE's requirements, and the Florida Cybersecurity Act requirements. Additionally, the Policy has been reviewed by the constitutional offices that utilize the Leon County network. The Policy is designed to provide a formalized standards, procedures, and requirements that are to be adhered to and utilized at all times by Leon County network users. The proposed Policy is also intended as a template for the constitutional offices to follow in establishing and adopting their own cybersecurity policies.

Information technology and cybersecurity touch nearly every facet of modern-day government operations. Given the reliance on information technology data and resources, a breach of government networks could immediately disrupt the County's ability to provide effective services to our citizens. Cybersecurity protects networks, devices, and data from unauthorized access to prevent service disruptions. The County's Office of Information and Technology (OIT) has been proactive in managing the County's cybersecurity needs. OIT performs weekly assessments of network vulnerabilities and utilizes an outside consultant to separately assess the County's cybersecurity systems. The County was among the first local governments in the state to purchase cybersecurity insurance and continues to pursue grant opportunities to strengthen network security.

Section 282.3185(4), Florida Statutes, requires local governments to adopt cybersecurity standards that safeguard the local government's data, information technology (IT), and IT resources to ensure availability, confidentiality, and integrity. The standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology (NIST) cybersecurity framework. NIST is a non-regulatory federal agency housed within the United States Department of Commerce and charged with providing a prioritized, flexible, repeatable, performance-based, and cost-effective framework that helps owners and operators of critical infrastructure identify, assess, and manage cyber risk. Overall, the NIST framework provides best practices that help organizations decide where to focus resources for cybersecurity protection.

Additionally, the Florida Department of Law Enforcement (FDLE) has strict cybersecurity requirements for agencies on the Leon County network that access FDLE's Criminal Justice Network (CJNET). Every three years, FDLE conducts audits to ensure compliance and any non-compliance can result in termination of access to FDLE's Criminal Justice Network. Constitutional offices on the Leon County network impacted by the additional CJNET

requirements include the Sheriff, State Attorney, Court Administration, Probation, Pretrial, and the Office of Information and Technologies.

By January 1, 2024, each county with a population of 75,000 or more must notify the Florida Digital Service (FLDS) of its compliance in adopting cybersecurity standards that align with Section 282.3185(4), Florida Statutes. Section 282.3185, Florida Statutes also requires local governments to meet requirements to enhance cybersecurity. The Act's requirements include but are not limited to the following:

- reporting of cybersecurity or ransomware incidents;
- annual cybersecurity training for every user; and
- reporting timeframes for five severity levels of cybersecurity incidents.

Relatedly, Section 119.0725, Florida Statutes, provides that specified cybersecurity information held by the County is confidential and exempt from public records requirements. Such information includes but is not limited to the following:

- certain cybersecurity-related information pertaining to critical infrastructure and data;
- cybersecurity incident reporting information; and
- cyber insurance deductibles and limits.

The proposed Cybersecurity Policy (Attachment #1) was developed with the entire enterprise of Leon County network users in mind, and in coordination with the Constitutional Offices that use and depend on the Leon County network.

Analysis:

The Leon County Office of Information Technology (OIT) manages the Leon County network consisting of data, Internet connections, and Microsoft enterprise licensing that serves Leon County Government and the Constitutional Officers, including the Sheriff's Office, Court Administration, Property Appraiser, Tax Collector, Public Defender, State Attorney, Guardian Ad Litem, Supervisor of Elections, and Medical Examiner. For the remainder of this analysis, these agencies are referred to as the "enterprise agencies." The Clerk of Court maintains a separate data network and separate Internet connection; however, they participate in the County's Microsoft licensing.

Compliance with the Cybersecurity Policy helps ensure the safety and security of the network and the resources that operate on the network throughout the enterprise. Protecting the enterprise agencies from malware such as Ransomware, adopting best cybersecurity practices, and taking steps to protect cybersecurity-related records requires established protocols for ensuring unauthorized parties do not gain access to electronic records. Additionally, with the growing cybersecurity threats and ever-increasing number of data breaches and security compromises, it is now more important than ever. The proposed Policy minimizes the risk to Leon County Government and the enterprise agencies that utilize the network. It also helps ensure the overall confidentiality, integrity, and availability of not only highly sensitive confidential information but

applications the agencies on the Leon County network depend on to successfully serve our citizens every day.

Since the Cybersecurity Policy provides information relative to the cybersecurity posture, and contains specific information such as password requirements, support structure, and methodologies to handling certain cybersecurity events that could be used to potentially gain unauthorized access, the proposed Policy, in general, is confidential and exempt from public record per Section 119.0725, Florida Statutes, and is noted as such on Attachment #1. The full policy will be available on the intranet for authorized users.

By adopting the proposed Cybersecurity Policy, superseding Policy No. 95-12, the County and the enterprise agencies that utilize and rely upon the Leon County network will be better positioned to avoid costly cybersecurity incidents, positioned to quickly respond to incidents when they occur, and be in full compliance with statutory requirements.

Options:

1. Adopt the proposed County Cybersecurity Policy (Attachment #1).
2. Do not adopt the proposed County Cybersecurity Policy.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Revised County Cybersecurity Policy

Board of County Commissioners
Leon County, Florida

Policy No. 23-XX

Title:	Cybersecurity Policy
Date Adopted:	December 12, 2023
Effective Date:	December 12, 2023
Reference:	N/A
Policy Superseded:	95-12

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 95-12, "Computer Security" adopted on October 10, 1995, is hereby amended and superseded, and Policy 23-XX, entitled "Cybersecurity Policy", is hereby adopted in its place, to wit:

Portions or all of this policy are confidential and exempt from public records. As such, it is only for authorized users of the Leon County network. It shall not be made public and not shared except through secure mediums with authorized personnel.

The following procedures relating to cybersecurity shall be followed in order to protect the integrity of the data entrusted to the officers and employees of the government.

1. Definitions:

1. "**Agency**" refers to the specific organization reporting to an elected or appointed official(s) such as Leon County Government, Sheriff, Supervisor of Elections, Medical Examiner, Property Appraiser, Tax Collector, Court Administration, Public Defender, State Attorney, Guardian Ad Litem, and Clerk of Courts.
2. "**Agency IT**" refers to the IT office that supports the specific Agency. In some cases, Leon County IT provides the IT support for an Agency. The Agency IT is the point of contact for all accounts for the Agency supported.
3. "**Clerk Network**" refers to the Clerk of Court network that is solely supported by Clerk IT staff.
4. "**FDLE**" Florida Department of Law Enforcement
5. "**IT**" Information Technology.
6. "**NIST**" National Institute for Standards and Technology is a non-regulatory federal agency housed within the United States Department of Commerce. NIST is charged with providing a prioritized, flexible, repeatable, performance-based, and cost-effective framework that helps owners and operators of critical infrastructure identify, assess, and manage cyber risk.

7. "**Network**" refers to the Leon County network unless otherwise indicated, along with the servers and equipment housed there. It is supported solely by Leon County IT, and approved contractors and vendors.
8. "**Personally-Owned Device**" includes cell phones, tablets or any other computing device that is owned and maintained by the user, not the Agency.
9. "**Privileged Accounts**" are user accounts, typically in IT, that have a higher level of access or knowledge of IT software, services, or architecture such as system administrators, analysts, developers, etc.
10. "**Secure areas**" are areas that require a badge or other specialized permissions for physical access.

PER FLORIDA STATUTES 119.0725, THIS PORTION OF THE POLICY IS CONFIDENTIAL AND EXEMPT FROM PUBLIC RECORDS.
Authorized users may access the full policy using a valid user ID and password on the Leon County Intranet.

18. Confidentiality

1. Per F.S. 119.0725, cybersecurity-related information is exempt from public record and is required to be confidential.

Portions or all of this policy are confidential and exempt from public records. As such, it is only for authorized users of the Leon County network. It shall not be made public and not shared except through secure mediums with authorized personnel.

Leon County
Board of County Commissioners

Notes for Agenda Item #12

Leon County Board of County Commissioners

Agenda Item #12

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Resolution in Support of the Florida Department of Transportation's Transportation Alternatives Set-Aside Grant Application to Construct the Highland Drive Sidewalk Project

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Brent Pell, Director of Public Works
Lead Staff/ Project Team:	Charles Wu, Director of Engineering Services Chris Muehlemann, Chief of Engineering Design Tim Barden, Administrative Services Manager

Statement of Issue:

This item seeks Board adoption of a Resolution in support of the Florida Department of Transportation's (FDOT) Transportation Alternatives Set-Aside Grant application to construct the Highland Drive Sidewalk project from US 90 (Mahan Drive) to Buck Lake Road. FDOT requires a Resolution from the Board in support of the project to be included in the grant application.

Fiscal Impact:

This item has a fiscal impact. If awarded, the anticipated grant amount is $1.5 million for construction only with no local match requirement. However, due to the total estimated project cost of $2.2 million exceeding the maximum grant amount, $700,000 in County Sidewalk Program funding would be used to supplement the grant funding, and cover project costs not included in the grant.

Staff Recommendation:

Option #1: Adopt the Resolution in support of the Florida Department of Transportation's Transportation Alternatives Set-Side Grant Application to construct the Highland Drive sidewalk project (Attachment #1).

Report and Discussion

Background:

This item seeks Board adoption of a Resolution in support of the Florida Department of Transportation's (FDOT) Transportation Alternatives Set-Aside Grant application to construct the Highland Drive Sidewalk project from US 90 (Mahan Drive) to Buck Lake Road (Attachment #1). FDOT requires a Resolution from the Board in support of the project to be included in the County's grant application package.

Transportation Alternatives (TA) Set-Aside program funds a variety of smaller-scale transportation projects and activities that expand and integrate accessible nonmotorized travel choices, and make them safer, including on- and off-road bicycle and pedestrian facilities, recreational trails, safe routes for non-drivers, safe routes to schools, and accessibility improvements to help achieve compliance with the Americans with Disabilities Act of 1990.

In accordance with the County's Sidewalk Eligibility Criteria and Implementation Policy (Policy No. 13-1), Public Works evaluated the County's Safe Route to School (SRTS) and Community Sidewalk Enhancements Prioritization Lists to identify sidewalk projects eligible for the TA Program funding. All Tier 1 projects are either programmed for funding (i.e. grant applications), under construction, or do not meet the TA grant criteria. The Highland Drive Sidewalk, a Tier 2 project with an estimated cost of $2.2 million, is recommended because it meets the grant requirements and best positions the County to be awarded funding.

Highland Drive is located between US 90 (Mahan Drive) and Buck Lake Road just west of Pedrick Road. The Highland Drive sidewalk project will create a 3,500 linear foot sidewalk that will connect to the US 90 multi-use trail and the existing Buck Lake Road sidewalk further enhancing access to nearby schools, existing subdivisions, churches, a library and parks (Attachment #2).

This project advances the following FY2022-FY2026 Strategic Initiative and 5-Year Target:

- *(Q5) Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements. (2022-26)*
- *Construct 90 miles of Sidewalks, Greenways, Trails and Bike Lanes. (T11)*

This Strategic Initiative and 5-Year Target aligns with the Board's Quality of Life Strategic Priority:

- *(Q5) Promote livability, health and sense of community by supporting strong neighborhoods, enhancing mobility, encouraging human scale development, and creating public spaces for people of all ages.*

Analysis:

Public Works staff reviewed the County's Sidewalk Program tiered list against the TA Program eligibility requirements to determine the best County project to apply for this grant. Projects were reviewed based on program eligibility criteria, which include, safety, connectivity, equity, public benefit, regional plan inclusion, and community support. Highland Drive scored high in all of the grant criteria. In addition, staff considered the current status of right-of-way (ROW) acquisition completion phases. The County has a 60-foot right-of-way on Highland Drive which will minimize the need for property acquisitions.

Normally, the cost share for TA projects is 80% federal, with a 20% match being required from the state and/or local government entity. However, the State of Florida has elected to utilize toll credits to serve as the state and local match for the TA Program. For this grant cycle, the maximum TA grant is approximately $1.5 million, which would be requested in the County's grant application. If awarded, the County would need to supplement the grant funding with approximately $700,000 in County funds from the Sidewalk Program budget to complete the $2.2 million project. Since the grant funding would not be available until FY 2025 or later, the County portion would be used for project design and any additional property acquisitions as needed, and the grant would be used for construction only.

If awarded, the TA grants will become programmed between FY 2025 and FY 2030 based on FDOT prioritization and funding availability. Staff anticipates that most Tier 1 Community Sidewalk Enhancement Projects will be programmed through construction prior to receiving the FDOT TA Grant funding.

The grant application deadline is January 19, 2024. It is anticipated that notification of grant award will be in Spring 2024. Should the County application be successful, an additional agenda item will be brought back to the Board for acceptance of the grant.

Options:

1. Adopt the Resolution in support of the Florida Department of Transportation's Transportation Alternative Set-Aside Grant Application to construct the Highland Drive sidewalk project (Attachment #1).
2. Do not adopt the Resolution in support of the Florida Department of Transportation's Transportation Alternative Set-Aside Grant Application to construct the Highland Drive sidewalk project.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Resolution in Support of the Florida Department of Transportation's Transportation Alternatives Set-Aside Grant Application to Construct the Highland Drive Sidewalk Project
2. Location Map

LEON COUNTY RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA IN SUPPORT OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF A COMMUNITY SIDEWALK ENHANCEMENT IMPROVEMENT PROJECT ON HIGHLAND DRIVE

RECITALS

WHEREAS, the Leon County Board of County Commissioners seeks to provide safe routes for non-drivers; and

WHEREAS, in December 2015, the Fixing America's Surface Transportation (FAST) Act was passed, eliminating MAP-21 TAP and replacing it with "a set-aside" of Surface Transportation Block Grant (STBG) program funding for transportation alternatives (TA)"; and

WHEREAS, this support is consistent with the Capital Regional Transportation Planning Agency (CRTPA), Florida Department of Transportation, and FAST policies; and

WHEREAS, the proposed sidewalk on Highland Drive between US 90 (Mahan Drive) and Buck Lake Road will provide a connection between existing pedestrian facilities to neighborhoods.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. Support of a Grant Application

1. The Board of County Commissioners hereby authorizes the County to submit an application for a Florida Department of Transportation Sidewalk Construction Grant and expresses a willingness to enter into a Memorandum of Agreement between Leon County, Florida and the Florida Department of Transportation if said grant is awarded.

Section 2. Effective Date.

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 _____, 20____.

LEON COUNTY, FLORIDA

By:_____
Carolyn D. Cummings, Chair
Board of County Commissioners

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

By:_____

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

By:_____



PROPOSED HIGHLAND DRIVE SIDEWALK

Leon County
Board of County Commissioners

Notes for Agenda Item #13

Leon County Board of County Commissioners

Agenda Item #13

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of the County to be a Willing Manager for FDOT SUN Trail Grant Application for the New Tallahassee to Havana Multi-Use Trail.

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Brent Pell, Director, Public Works
Lead Staff/ Project Team:	Charles Wu, Director, Engineering Services

Statement of Issue:

This item seeks Board approval to support the Florida Department of Transportation Shared-Use Nonmotorized Trail (SUN Trail) Grant Application for the Proposed Tallahassee to Havana Multi-Use Trail Project, and authorization for the County to be the Willing Manager (maintenance entity) for a 4.15 mile segment of multi-use trail which may be constructed in the future from the eastern Orchard Pond Greenway Trail Head to the Leon/Gadsden County line.

Fiscal Impact:

This item has a fiscal impact. If the trail grant application is approved and the trail is subsequently constructed, the County would be responsible for ongoing maintenance of the trail, which is estimated to cost $22,000 annually. A subsequent agreement with Florida Department of Transportation (FDOT) will be brought back to the Board prior to the completion of the project's design to establish the County's maintenance responsibilities.

Staff Recommendation:

Option #1: Approve the County to be a Willing Manager for the FDOT SUN Trail grant application for the new Tallahassee to Havana Multi-Use Trail as submitted by the Capital Region Transportation Planning Agency, and authorize the County Administrator to execute the Certification of Willing Manager for trail maintenance (Attachment #1), subject to legal review by the County Attorney.

Report and Discussion

Background:

This item seeks Board approval to support the Florida Department of Transportation Shared-Use Nonmotorized Trail (SUN Trail) Grant Application as submitted by the Capital Region Transportation Planning Agency, for the proposed Tallahassee to Havana Multi-Use Trail Project. and authorization for the County to be the Willing Manager (maintenance entity) for an approximately 4.15 mile segment of the multi-use trail, which may be constructed in the future from the eastern Orchard Pond Greenway Trail Head to the Leon/Gadsden County line (Attachment #1).

This trail project advances the following FY 2022-FY 2026 Strategic Initiatives:

- *To further promote Leon County as a biking community, pursue the State's "Trail Town" designation and continue to coordinate with the City, Blueprint, State, and U.S. Forest Service to leverage capital improvements in pursuit of the International Mountain Biking Association (IMBA) designation. (2022-7)*
- *Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements. (2022-26)*

These particular Strategic Initiatives align with the Board's Economy and Quality of Life Strategic Priorities:

- *(EC4) Grow our tourism economy, its diversity, competitiveness, and economic impact.*
- *(Q5) Promote livability, health and sense of community by supporting strong neighborhoods, enhancing mobility, encouraging human scale development, and creating public spaces for people of all ages.*

The Tallahassee to Havana Multi-Use Trail is designated a Priority Corridor as a component of the Florida Department of Environmental Protection's (FDEP) SUN Trail Network. Each year, $25 million is allocated statewide for the implementation of the SUN Trail program, and the Florida Department of Transportation (FDOT) administers the program. One of the requirements for SUN Trail funding is that a non-FDOT entity must assume maintenance of the facility once it is constructed.

This proposed segment runs from the Leon/Gadsden County line (Ochlockonee River Bridge) along Old Bainbridge Road to Orchard Pond Road, and then along the existing Orchard Pond Road and Orchard Pond Greenway Trail to the eastern trailhead (Attachment #2). This segment in unincorporated Leon County, is part of the Tallahassee-Havana Multi-Use Trail and a priority of the FDEP's SUN Trail Network. A Willing Manager that will assume maintenance of the facility once it is constructed is required for the Capital Region Transportation Planning Agency (CRTPA) to be eligible to submit a grant application to FDOT for a Project Development and Environment Study (PD&E) and Final Design.

The CRTPA Board approved the Tallahassee to Havana Trail Feasibility Study in November 2022 (Attachment #3). The study evaluated a connection between the existing Orchard Pond Greenway (in northeastern Leon County) to Salem Road (in the Town of Havana, Gadsden County). Included within the study was an existing conditions assessment that reviewed traffic conditions, right-of-way concerns, environmental conditions, historical resources, connectivity to regional and state trail systems and special locations of note along the corridor. The trail route is identified on the FDEP Land Priorities Trail network.

The SUN Trail grant application that CRTPA will be submitting is for funding of $1 million for the PD&E Study and $1.7 million for the design of the trail from the Orchard Pond Greenway Eastern Trail Head to the Leon/Gadsden County line. Should the grant funds be awarded to CRTPA for the PD&E Study and Final Design. CRTPA anticipates seeking state funds for the construction of the trail in the next 3-5 years and the actual maintenance costs will incur once the trail has been completed, which may be as soon as 6-8 years.

Leon County as a Willing Manager will assume maintenance of the facility once it is constructed with an annual estimated cost of $22,000. In December 2022, the Board approved the County being a Willing Manager on a similar CRTPA grant application for the future portion of the SUN Trail along U.S. 90 from Pedrick Road to the Leon/Jefferson County line.

In addition to the Leon County portion of the Tallahassee to Havana Trail, the CRTPA is also applying for SUN Trail funding for the Gadsden County portion of the trail. Specifically, the CRTPA is seeking SUN Trail funding for design and construction for the Gadsden County segment.

Analysis:

The current grant application that the CRTPA is developing for the SUN Trail grant is for funding of $1 million for the PD&E Study and $1.7 million for the design of the trail from Orchard Pond Greenway eastern Trail Head to the Leon/Gadsden County Line. One of the requirements for SUN Trail funding is that a non-FDOT entity must assume maintenance of the facility once it is constructed. The managing entity will be responsible for the day-to-day upkeep and daily operation to protect the trail users by reducing safety hazards that occur, and ensuring a quality level of service is maintained on the facility. Activities may consist of litter pick-up, trash removal, debris removal, soil and weed control, graffiti removal, mowing, sweeping, sign replacement, shrub trimming, maintenance of drainage, and other regularly scheduled maintenance activities. The estimated annual maintenance cost is $22,000 for approximately 4.15 miles of the trail inside Leon County from the Orchard Pond Greenway Eastern Trail Head to the Leon/Gadsden County line. Leon County would be required to commit to enter into a maintenance agreement with FDOT for trail maintenance prior to the completion of the design phase.

The grant application is due by December 20, 2023 and the notification of an award is anticipated to be in the Spring 2024. Should the grant funds be awarded to CRTPA for the PD&E Study and Final Design, a future agenda item and agreement with FDOT will be presented to the Board for approval to memorialize the County's commitment to the maintenance of this trail prior to the

completion of the design phase. CRTPA anticipates seeking state funds for the construction of the trail in the next 3-5 years. Actual maintenance costs will incur once the trail has been completed, which may be as soon as 6-8 years.

Options:

1. Approve the County to be a Willing Manager for the FDOT SUN Trail grant application for the new Tallahassee to Havana Multi-Use Trail as submitted by the Capital Region Transportation Planning Agency, and authorize the County Administrator to execute the Certification of Willing Manager for trail maintenance (Attachment #1), subject to legal review by the County Attorney.
2. Do not approve the County to be a Willing Manager for the FDOT SUN Trail grant application for the New Tallahassee to Havana Multi-Use Trail as submitted by the Capital Region Transportation Planning Agency.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. SUN Trail Program Request for Funding Application
2. Tallahassee-Havana Multi-Use Trail Location Map
3. Tallahassee to Havana Trail Feasibility Study

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

Request for Funding

SUNTRAIL FDOT

SUN Trail funding is limited to provisions of Section 339.81, F.S., Florida Department of Financial Services Catalog of State Financial Assistance Number 55.038, and FDOT Work Program Instructions. Projects will be developed as paved nonmotorized multi-use trail / two-directional Shared Use Path (SUP) within the SUN Trail network for bicyclists and pedestrians. FDOT Design Manual Topic 625-000-002 (FDM) [Chapter 224] defines on-system SUP. FDOT Office of Design Topic 625-000-015 – Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook) [Chapter 9] defines off-system SUP. Chapter 316, F.S. defines bicycles, pedestrians, and nonmotorized users.

PART I – APPLICANT INFORMATION

1. Type of Applicant (select one):
   - ☐ Municipality/County Government
   - ☐ State Agency
   - ☐ Federal Agency
   - ☐ Recognized Tribal Government
   - ☑ Metropolitan/Transportation Planning Organization/Agency (MPO)
2. Name, job title and office of the person who will be in direct contact with FDOT for this project:
   Greg Burke, Planning Manager
3. Agency of the person who will be in direct contact with FDOT for this project:
   Capital Region Transportation Planning Agency (CRTPA)
4. Email of the person who will be in direct contact with FDOT for this project:
   greg.burke@talgov.com
5. Telephone number of the person who will be in direct contact with FDOT for this project:
   850 891-8626

PART II – PROJECT OVERVIEW

1. Project Name:
   Tallahassee to Havana Trail (Leon County Segment)
2. Municipality where the project is located:

3. County where the project is located:
   Leon County
4. FDOT district number where the project is located:
   Three
5. Boundary of the project proposed for SUN Trail funding (give the address or nearest cross streets, municipality, and zip code):
   a. Termini Begin:
      Old Bainbridge Road (CR 153) at Ochlockonee River, Leon/Gadsden county line, 32312
   b. Termini End:
      Orchard Pond Greenway Trail (eastern trailhead), 32312
6. Who is the landowner of the proposed project location?
   - ☐ The location of this project is entirely on FDOT right-of-way.
   - ☑ The location of this project is entirely on non-FDOT publicly-owned right-of-way.
   - ☐ The location of this project is on both FDOT and non-FDOT, publicly-owned right-of-way.
   - ☐ Parcels within this project boundary are privately owned, the acquisition of right-of-way must occur.
7. Total length of this project proposed for SUN Trail funding:
   Approximately 4.15 miles

To be eligible for consideration applicants must APPLY during an open solicitation cycle online at: flgap.com by submitting a complete REQUEST FOR FUNDING with all applicable project information, including required signatures and documentation for each eligible unfunded project phase through the Grant Application Process online system (GAP) [FDOT Procedure 525-010-300 Chapter 4]. FDOT will not accept nor consider late proposals or any proposal not meeting and satisfying the provisions and SUN Trail Eligibility Criteria.

PART III – ELIGIBILITY CRITERIA

1. Funding is limited to geographic areas within the SUN Trail network [which aligns with the Florida Greenways and Trails System Plan's Priority Land Trail network, overseen by the Department of Environmental Protection's Office of Greenways and Trail (Chapter 260, F.S.) and includes connections to and through lands of the Florida Wildlife Corridor Act (Section 259.1055, F.S.)] and will be developed as a paved nonmotorized multi-use trail / two directional Shared Use Path (SUP) for bicyclists and pedestrians. Will the project be developed as a paved nonmotorized multi-use trail / two-directional SUP within the SUN Trail network for bicyclists and pedestrians?
   ☑ Yes ☐ No
   a. **Provide an aerial location map illustrating the project boundary and project limits.**
   b. **Provide a map illustrating the project location within the SUN Trail network.**
   c. **Provide the project typical section** (this should be a pdf of the typical section schematic depicting existing and proposed features, dimensions, and right-of-way lines).

2. Funding is limited to projects prioritized by the applicable authority. If the project is within a boundary of a Metropolitan Planning Organization (MPO) priority, Section 339.175(8), Board of County Commissioners functions as MPO in nonmetropolitan areas, Section 339.135(4)(c)1, F.S.
   ☑ Yes ☐ No
   a. Indicate the priority number of the project:
      Priority #3 on the "Fiscal Year 2025 - Fiscal Year 2029 RMP Regional
   b. **Provide the prioritization list.**
   c. **Complete Part VII** (CERTIFICATION OF PROJECT PRIORITIZATION).

3. Has a non-FDOT governmental entity formally committed to operation and maintenance of the project
   (long-term trail manager)?
   ☐ Yes ☐ No
   a. **Complete Part VIII** (CERTIFICATION OF WILLING MANAGER).

4. Is the project consistent with the applicable comprehensive plan(s), transportation plan(s), or the long-term management plan(s)?
   ☑ Yes ☐ No
   a. Indicate the type of plan(s), applicable page number(s) and date(s) of adoption:
      see attached
   b. **Provide documentation of applicable project concurrency information** [e.g. supporting resolution(s), excerpt from comprehensive plan(s), transportation plan(s), unit management plans, etc.].

DO NOT PROCEED TO PART IV IF PROJECT RESULTED IN A "NO" RESPONSE IN PART III.

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

Request for Funding

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PART IV – PROJECT DETAILS

1. Project Tier:
   a. Is the project within the Coast to Coast Trail (C2C)?
      ☐ Yes ☑ No
   b. Is the project within the St. Johns River-to-Sea Loop (SJR2C)?
      ☐ Yes ☑ No
   c. Is the project an Individual Trail segment?
      ☐ Yes ☐ No

2. Will the project be developed as a 12-foot-wide asphalt trail?
   ☑ Yes ☐ No

3. Briefly describe the scope and proposed route of the project (1000-character limit):

   The CRTPA initiated the Tallahassee to Havana Trail Feasibility Study in 2022 to evaluate a connection between the existing Orchard Pond Greenway (in northeastern Leon County) to Salem Road (in the Town of Havana, Gadsden County). The CRTPA formally approved the study at its November 21, 2022, meeting and the length of the entire trail is approximately10 miles. Included within the study was an existing conditions assessment that reviewed existing traffic conditions, right of way concerns, environmental conditions, historical resources, connectivity to regional and state trail systems and special locations of note along the corridor. The trail route is identified on the FDEP Land Priorities Trail network.

4. Have earlier phase(s) of this project been completed? If not, select “no” and continue to Question 5.
   ☑ Yes ☐ No
   a. Select all project phases that were previously funded, indicate the funding year and completion date (or anticipated completion date for the funded phase).
      ☑ Feasibility Study
      Funded in 2022 and completed in November 2022 (funded by CRTPA)
      ☐ Project Development & Environment (PDE)

      ☐ Preliminary Engineering/Design (PE)

      ☐ Acquisition of Right-of-Way (ROW)

      ☐ Construction (CON)* only select for reconstruction/maintenance projects

   b. Have federal funds been used in the project boundary?
      ☑ Yes ☐ No
   c. As applicable, indicate the source of the federal allocation(s).
      Federal Highway Administration
   d. Have FDOT funds been used in the project boundary?
      ☐ Yes ☑ No
   e. As applicable, indicate FDOT financial management number(s).

5. Indicate the **proposed** method of performing and administering this project:
   ☑ Project to be locally administered (non-FDOT administered).
   ☐ Project to be administered by FDOT.

A responsible estimate of the project costs is required prior to adoption in the Department's Five-Year Work Program. Use Present Day Cost values. Projects must follow appropriate design criteria and meet Americans with Disabilities Act requirements. Fill out summary of proposed timeline and funding needs, then complete the SUN Trail Cost Estimate (Excel) and upload it to GAP.

PART V – PROJECT COSTS

1. Funding Phase(s) requested:
   - ☐ Feasibility Study (FS) – FDOT Work Program Fund Code: 1x
   - ☐ Project Development & Environment Study (PDE) – FDOT Work Program Fund Code: 2x
   - ☑ Preliminary Engineering/Design (PE) – FDOT Work Program Fund Code: 3x
   - ☐ Acquisition of Right-of-Way (ROW) – FDOT Work Program Fund Code: 4x
   - ☐ Construction (CON) – FDOT Work Program Fund Code: 5x
   - ☐ Construction Engineering & Inspection Activities (CEI) – FDOT Work Program Fund Code: 6x

2. Summary of proposed timeline and funding needs:

PHASE	PROPOSED YEAR(S)	AMOUNT(S) REQUESTED	MATCHING FUNDS	TOTAL PROJECT COSTS	SOURCE(S) OF OTHER FUNDS
FS					
PDE	2025	1000000		1000000	
PE	2027	1700000		1700000	
ROW					
CON					
CEI					
TOTAL		$ 2,700,000.00	$ 0.00	$ 2,700,000.00	$ 0.00

3. Upload the SUN Trail Cost Estimate to GAP.

   For more information refer to the Request for Funding Guidance.

Projects are not required to meet all of the following selection criteria. A numerical ranking will not be calculated, projects with the greatest strengths will advance more quickly.

PART VI – SELECTION CRITERIA

1. Does the project enhance the safety of bicyclists, pedestrians, and motorists?
☑ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☐ Project includes a safety element.

☑ The location of the project is within a hazardous biking/walking zone or in an area with significant numbers of safety concerns.

☐ Project implements a bicycle and pedestrian safety action plan. Give the name of the plan and date of adoption.

☐ Other (list)

Briefly describe how the project enhances the safety of bicyclists, pedestrians and motorists. (1000-character limit):

Construction of the Tallahassee to Havana Trail will provide a safe and accessible multiuse path that is physically separated from motor vehicle traffic for both pedestrians and cyclists. The trail's construction will result in enhanced corridor safety for non-motorized users as well as the motorized users as it will reduce vehicular conflicts. Currently, the trail's corridor does not contain designated bicycle or pedestrian facilities (including bicycle lanes). Additionally, much of the proposed trail corridor is located along high-speed, rural

2. Is the project recognized as having regional, state, or national importance?
☑ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☑ Project is a part of a Regional Trail System prioritized by the Florida Greenways and Trails Council.

The project is a component of a FDEP Land Trail Priority Corridor

☐ Project is a part of a National Recreational Trail, East Coast Greenway or a trail that has other national importance.

☐ Project implements an adopted regional bicycle, pedestrian, or trail master plan. Give the name of the regional plan(s).

CRTPA Regional Mobility Plan and the Leon County Bike and Pedestrian Master Plan.

☐ Other (list)

Briefly describe how the project is recognized as having regional, state, or national importance (1000-character limit):

The Tallahassee to Havana Trail provides an important regional linkage between Leon County and Gadsden County within Florida's capital region. Currently, there is no multiuse trail connection between both counties. Furthermore, the Tallahassee to Havana Trail is a part of the FDEP's Land Priority Corridor that largely follows US 90 throughout the State of Florida (from Jacksonville (Duval County) in the east to Pensacola (Escambia

3. Is there a non-SUN Trail financial contribution (match dollars) committed to this specific project being proposed for SUN Trail funding (select the most appropriate response)?

   □ Funds are leveraged by multiple public/private sources of investments dedicated to this specific project segment (e.g. federal, state, local, non-profit, private landowner contributions).

   If yes, what is the total percentage of match?

   What are the sources?

   □ Funds are leveraged by at least one more public/private source of investment dedicated to this specific
   project segment.

   If yes, what is the total percentage of match?

   What is the source?

   ☑ Funds are not leveraged by public/private sources of investments dedicated to this specific trail segment (matching funds are not available for this project).

4. Does the project blend transportation modes by completing, improving, or enhancing existing facilities?
   ☑ Yes ☐ No

   If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

   □ Project implements Complete Streets goals and initiatives.

   □ Project implements Safe Routes to Schools goals and initiatives.

   □ Project provides a direct connection to regional transit systems (e.g. rail stations, express or local bus routes).

   □ Project is in a designated multi-modal district.

   ☑ Project has the potential to reduce vehicular congestion.

   □ Project improves access in a Bicycle Friendly Community or Bicycle Friendly University, as designated by the League of American Bicyclists. If yes, indicate the name of the designated community or university:

   □ Project improves access in a Walk Friendly Community, as designated by the Pedestrian and Bicycle Information Center. If yes, indicate the name of the designated community:

   □ Other (list)

   Briefly describe how the project blends transportation modes (1000-character limit):

   By their nature, shared use paths are designed to be used by a variety of nonmotorized users, including bicyclists, pedestrians, skaters, joggers, and others. The northern segment of the trail will provide a safe multiuse corridor through downtown Havana providing local residents additional transportation options. In terms of blending transportation modes, the Tallahassee to Havana Trail traverses both developed and undeveloped areas. Relatedly, cyclists from the capital region currently park in downtown Havana (an unofficial trail head) in order to park prior to cycling on the wide shoulders of SR 12 that begin at the western terminus of the Tallahassee to Havana Trail and continues westward towards Quincy. In Leon County, the most rural segment

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5. If proposing construction funding, select the most appropriate response:
   - □ Project is ready for immediate construction and all pre-construction phases are complete.
   - □ Project is capable of near-term development; the design is nearly complete and permitting is underway.
   - □ The Project Development and Environment Study (PDE) is complete/nearly complete.
   - □ None of the above statements are true.

6. Does the project have documented public support?
   ☑ Yes ☐ No

   If yes, select from the following and briefly explain how the project meets the selection criteria.
   - □ The greater community supports the project as demonstrated by recently adopted proclamations or resolutions expressing commitment. Give the resolution number, adopted date and participating parties.
   - □ Demonstration of public support is consistent across multiple entities representing the greater community rather than a select few interest groups. Briefly explain. (100-character limit):
   - □ Recent community surveys indicate both need and support for the project. Briefly explain. (100-character limit):
   - □ An advertised public meeting for discussing the project occurred. Give the date and type of meeting.
   - □ Other (list)

7. Does the project have a significant immediate impact to the quality of life by enhancing economic opportunities and providing connectivity to destinations?
   ☑ Yes ☐ No
   If yes, check applicable attributes and briefly describe how the project meets the selection criteria.
   - □ The project connects to or through federal, state, or local conservation/recreation areas. List public lands.

     The trail is part of the Orchard Pond Trail in Leon County. Additionally, northeast of the trail, the Governor and
   - □ The project connects people to jobs, businesses, or civic resources.
   - □ The project is along or connects to a Florida Scenic Highway. List the Scenic Highway(s).
   - □ The project is within a Florida Trail Town as designated by the Florida Department of Environmental Protection.
   - □ The project is part of a public/private partnership where developers, linear corridor owners, small businesses, corporations, foundations, or private sector partners are directly supporting the project.
   - □ The project is within a Rural Economic Development Initiative (REDI) Community defined pursuant to Section 288.0656, Florida Statutes. List the REDI area.
   - □ The project is within a Rural Area of Opportunity (RAO) defined pursuant to Section 288.0656, Florida Statutes. List the RAO Area.
   - □ Other (list)

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8. Does the project enhance or preserve environmental resources?
☑ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☐ The project's environmental impact assessment or statement did not identify specific issues.

☐ The project's environmental approval and permitting process is complete.

☐ The project restores or mitigates impacts of environmental degradation.

☐ The project incorporates water quality or drainage improvements.

☐ The project incorporates conservation initiatives to restore/maintain connectivity by reducing vehicle-caused wildlife mortality.

☐ The project ensures the Florida Ecological Greenway Network (FEGN) maximizes protection of high priority linkages and maximizes the use of previously disturbed lands. This project is within a FEGN Priority Linkages 1 – 3 and is compatible with lands of the Florida Wildlife Corridor Act (Section 259.1055, F.S.)..

Briefly describe how the project enhances or preserves environmental resources. (1000-character limit):

In addition to facilitation safe transportation options, the project provides a connection to key environmental resources as the Tallahassee to Havana Trail is located within a FEGN Priority Link 2 and enhances such environmental resources by providing a multiuse path connection. Additionally, the eastern terminus of the trail provides a connection to the Orchard Pond Greenway.

9. Does the project facilitate a system of interconnected trails by closing a gap in the SUN Trail network?
☑ Yes ☐ No

If yes, how many miles of connected trail, open to the public will be available once this specific project is complete?
4.15 miles

List the trail names:
Chipola-Apalachicola-Ochlocknee Corridor and the Orchard Pond to Miccosukee Greenway.

10. The project includes cost-saving elements.
☐ Yes ☑ No

If yes, briefly describe the potential for overall cost savings for completing this project in conjunction with another project (e.g. new/resurfacing roadway, redevelopment/new development project, trail phase/extending trail project). Provide the other project(s) scope and schedule, the funding source, the funding year, and if funding is through FDOT, provide the Financial Management Number. (1000-character limit):

PART VII – CERTIFICATION OF PROJECT PRIORITIZATION

1. For projects within a MPO boundary, complete the following information. If the project is outside of a MPO boundary, continue to Part VII, question #2.

Name of Applicable MPO/TPO:
Capital Region Transportation Planning Agency (CRTPA)

MPO/TPO Contact:
Greg Burke, Planning Manager

MPO Address:
300 South Adams Street

Municipality, State and Zip:
Tallahassee, FL 32301

Contact Email:
greg.burke@talgov.com

Contact Telephone Number:
850 891-8626

Signature:

_____

Print Name:
Greg Slay

Title:
Executive Director

Date:

Your signature confirms the requested project is (1) consistent with MPO/TPO plans and documents; (2) it is an eligible priority of the MPO/TPO, (3) the MPO/TPO supports the project; and (4) you possess authorization to sign the certification of project prioritization.

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

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2. For projects outside of a MPO boundary, complete the following information:

County Name:

Contact Name:

Contact Address:

Municipality, State and Zip:

Contact Email:

Contact Telephone Number:

Signature:

_____

Print Name:

Title:

Date:

Your signature confirms the requested project is (1) consistent with applicable county, municipality, comprehensive plan(s) and/or the long-term management plan(s) and documents; (2) it is an eligible priority of the County (tribal government, federal or state managing agency); (3) the applicable entity supports the project; and (4) you possess authorization to sign the certification of project prioritization.

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

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SUN Trail funded projects require a non-FDOT governmental entity formally committed to providing maintenance of the project (long-term trail manager). FDOT will enter into an agreement or other form of documented commitment with the entity to ensure that a local sponsor/agency is committed to long-term trail maintenance (long-term trail manager). The managing entity will be responsible for the day-to-day upkeep and daily operation; protection for the trail users; they will reduce safety hazards that occur; and they will ensure a quality level of service is maintained on the facility. Activities may consist of litter pick-up, trash removal, debris removal, soil and weed control, graffiti removal, mowing, sweeping, sign replacement, shrub trimming, maintenance of drainage, and other regularly scheduled maintenance activities. For trails constructed in the FDOT ROW, FDOT will provide remedial maintenance which involves repairing, replacing, or restoring major components that may have been damaged or destroyed. Minor repairs such as sealing asphalt pavement or repainting may occur every five to ten years, while major repairs may occur every 20 to 25 years. The area of responsibility will be the footprint of the trail within FDOT ROW as defined by the district. ALL other maintenance will be the responsibility of the non-FDOT governmental entity. **Submit the Certification of Willing Manager(s) for all proposed trail segments.**

PART VIII – CERTIFICATION OF WILLING MANAGER(S)

Name of Project:
Tallahassee to Havana Trail (Leon County Segment)

FROM:

Name of Managing Entity:
Leon County, Florida

Name of Contact and Job Title:
Vincent S. Long, County Administrator

Address:
301 S. Monroe Street

Municipality, State, and Zip Code:
Tallahassee, FL 32301

Contact Email:
LongV@leoncountyfl.gov

Contact Telephone Number:
(850) 606-5300

Signature: _____

Print Name:
Vincent S. Long

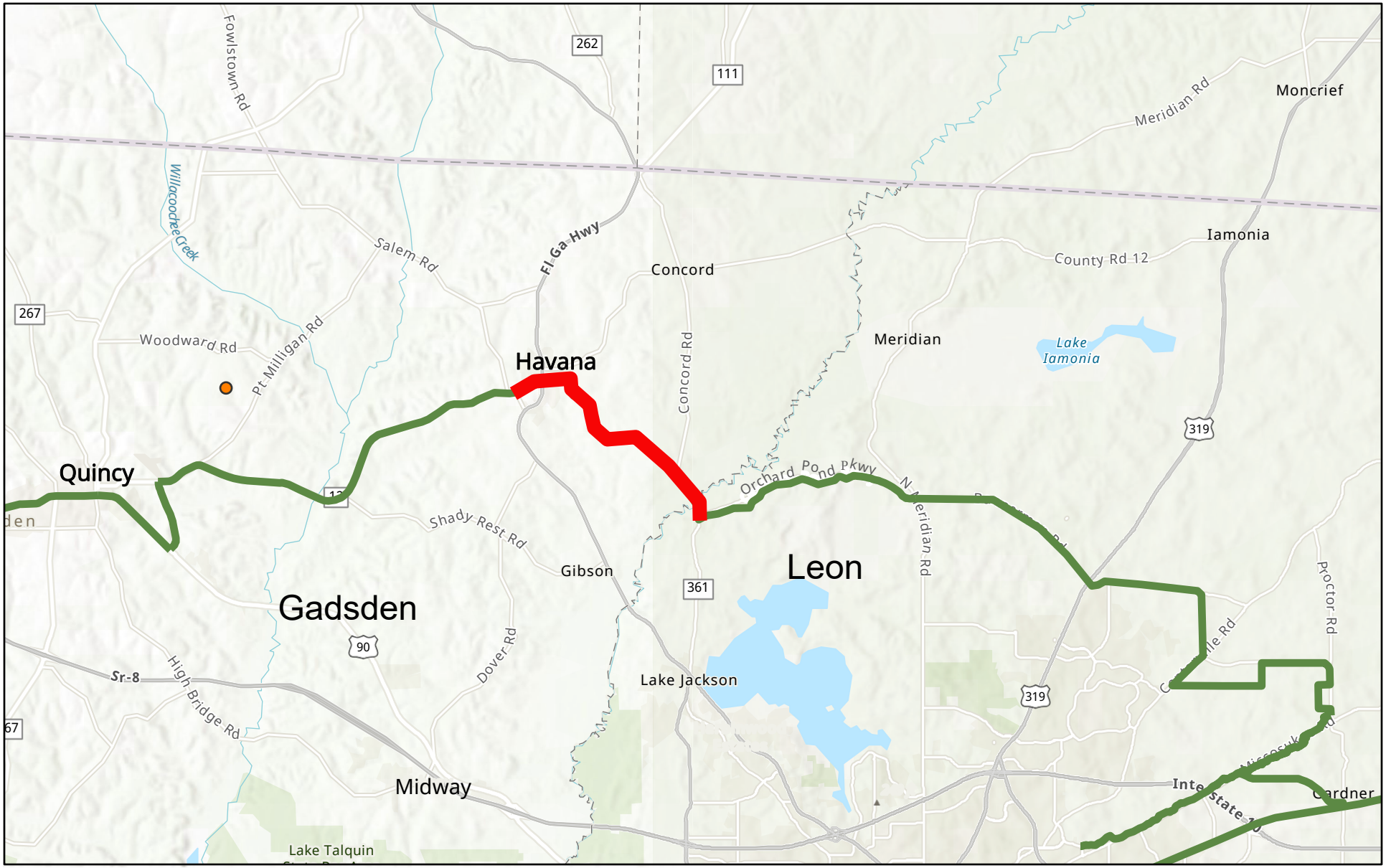
Title:
County Administrator

Date:

Your signature serves as certification of (1) a commitment from your agency to maintain the facility requested and that your agency will enter into a Maintenance Memorandum of Agreement with the Department for the Project prior to the completion of design, or at the time of programming funding for any project proposed for a later phase; (2) the information in this "Request for Funding" is true and accurate; (3) to comply with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project; (4) to comply with the Americans with Disabilities Act; (5) lands developed with SUN Trail funds will be available for public use for the lifespan of the improvement; (6) support of other actions necessary to fully implement the proposed project; (7) and you possess authorization to sign the certification of the willing manager.

Tallahassee to Havana Trail

Generalized Route Shown Below in RED



Florida Greenways and Trails System - Land Trail Priorities - Land Trail Priorities

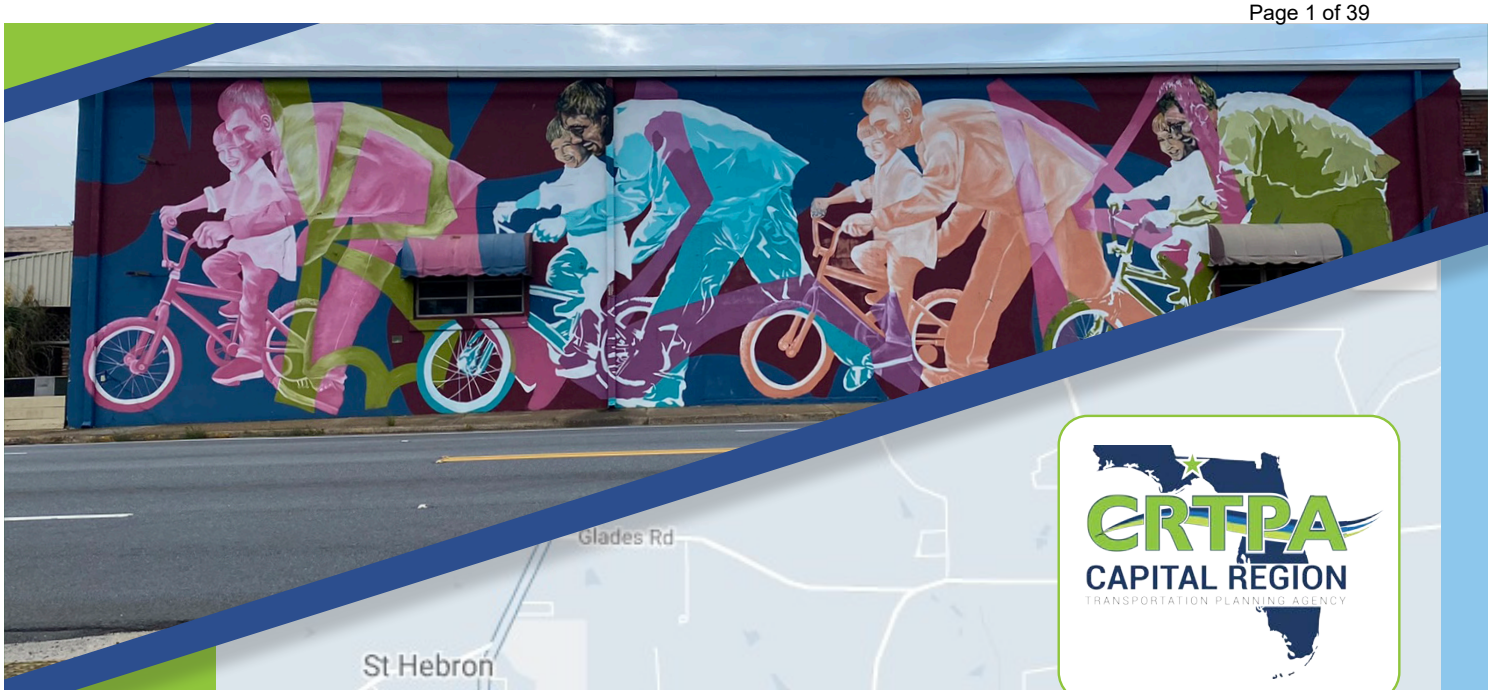
Land Trail Priority Corridor

1:218,357

0 1.5 3 6 mi

0 2.5 5 10 km

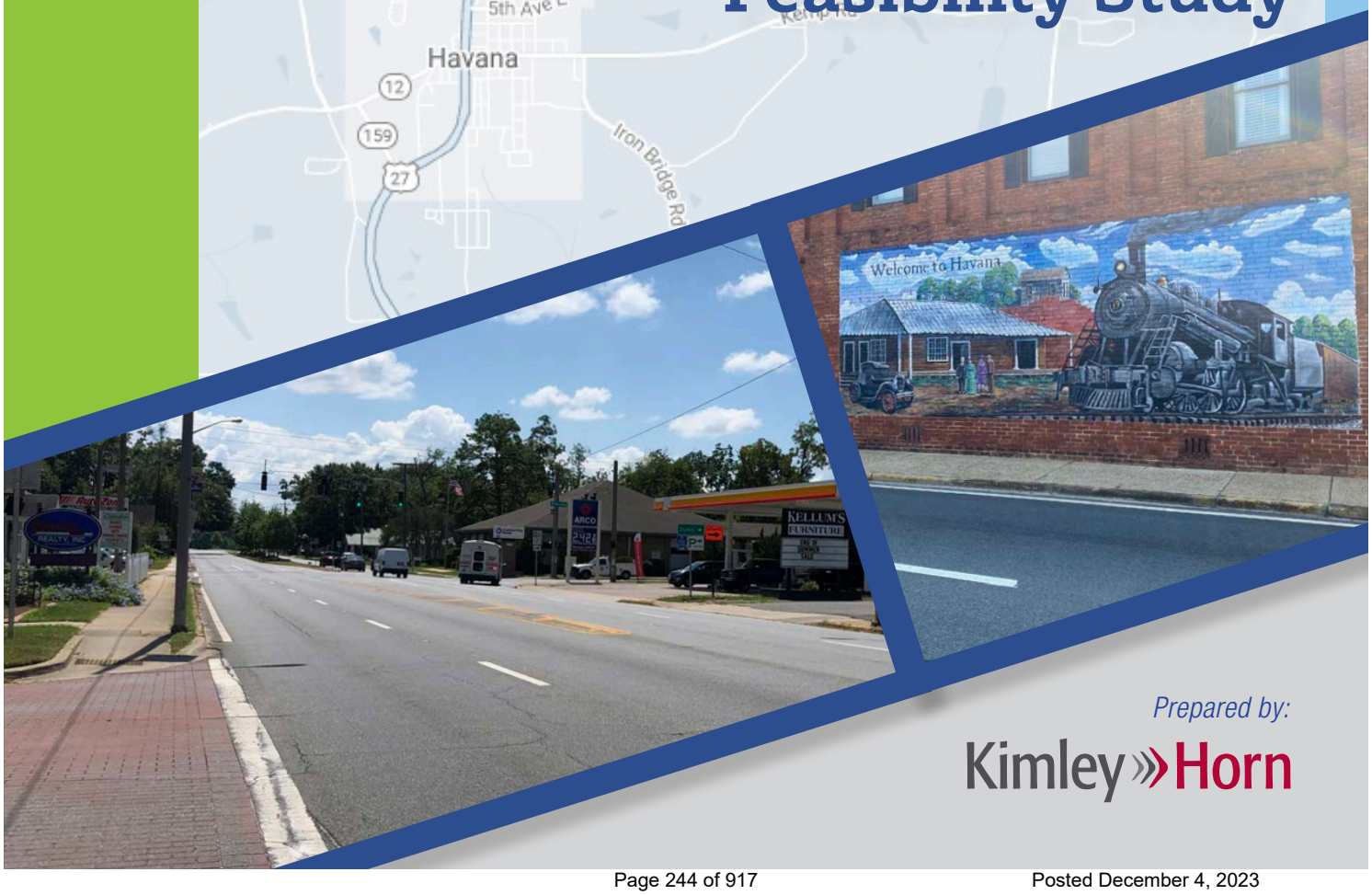
Tallahassee-Leon County GIS, FDEP, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, Esri, CGIAR, USGS



CRTPA
CAPITAL REGION
TRANSPORTATION PLANNING AGENCY

TALLAHASSEE TO HAVANA TRAIL

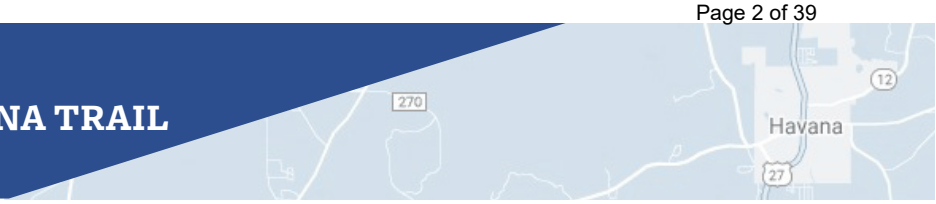
Feasibility Study



Prepared by:

Kimley»Horn

TALLAHASSEE TO HAVANA TRAIL FEASIBILITY STUDY

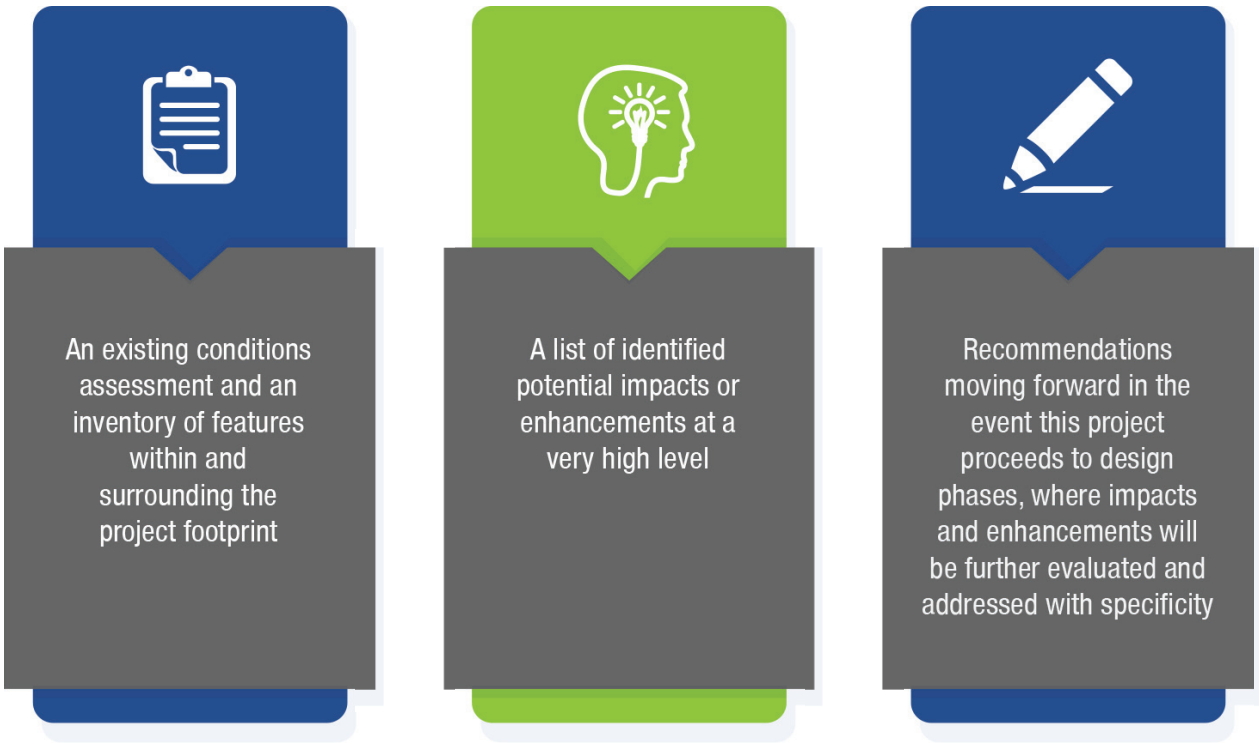


The Tallahassee to Havana Trail Feasibility Study evaluated the opportunity for constructing a 10 to 12-foot multi-use trail between the Orchard Pond Parkway in Leon County and Salem Road in Gadsden County through the Town of Havana. This connection would expand upon regional trail investments in neighboring Leon, Wakulla, and Jefferson Counties, and would allow for long distance multimodal connectivity between these jurisdictions. This route is proposed to be included in the Florida Department of Environmental (FDEP) Office of Greenways and Trails Land Trail Opportunities, and is identified as the Chipola-Apalachicola-Ochlockonee Corridor due to its ability to provide long-distance connectivity between several natural and recreational destinations along these regional rivers. Gadsden County is both a known thoroughfare and destination for cyclists in the region, and the investment of formal, separate facilities can make this connection more accessible to a wide variety of skill levels. The Tallahassee to Havana Trail would provide recreational, transportation, and economic benefits to the Town of Havana, Gadsden County, and the Capital Region overall.

This feasibility study examined the existing conditions along the project study area to determine potential routes for connecting the existing Orchard Pond Greenway in Leon County to Salem Road west of Havana. This phase of the feasibility study focused on a technical analysis of existing conditions and targeted stakeholder engagement. Expanded public engagement will be conducted in future phases of this project as funding becomes available for design and construction.

WHAT IS A FEASIBILITY STUDY?

A Feasibility Study is the first planning step when considering a project for eventual construction. It includes the following:



PROJECT STUDY AREA AND CHARACTERISTICS

The Tallahassee to Havana Trail Feasibility Study focused primarily on corridors located in eastern Gadsden County to facilitate a connection between existing recreational facilities in Leon County and destinations in the Town of Havana. The main corridors that were primarily evaluated include the following:

- Old Bainbridge Road / Iron Bridge Road
- Concord Road
- Kemp Road
- 9th Avenue / SR 12

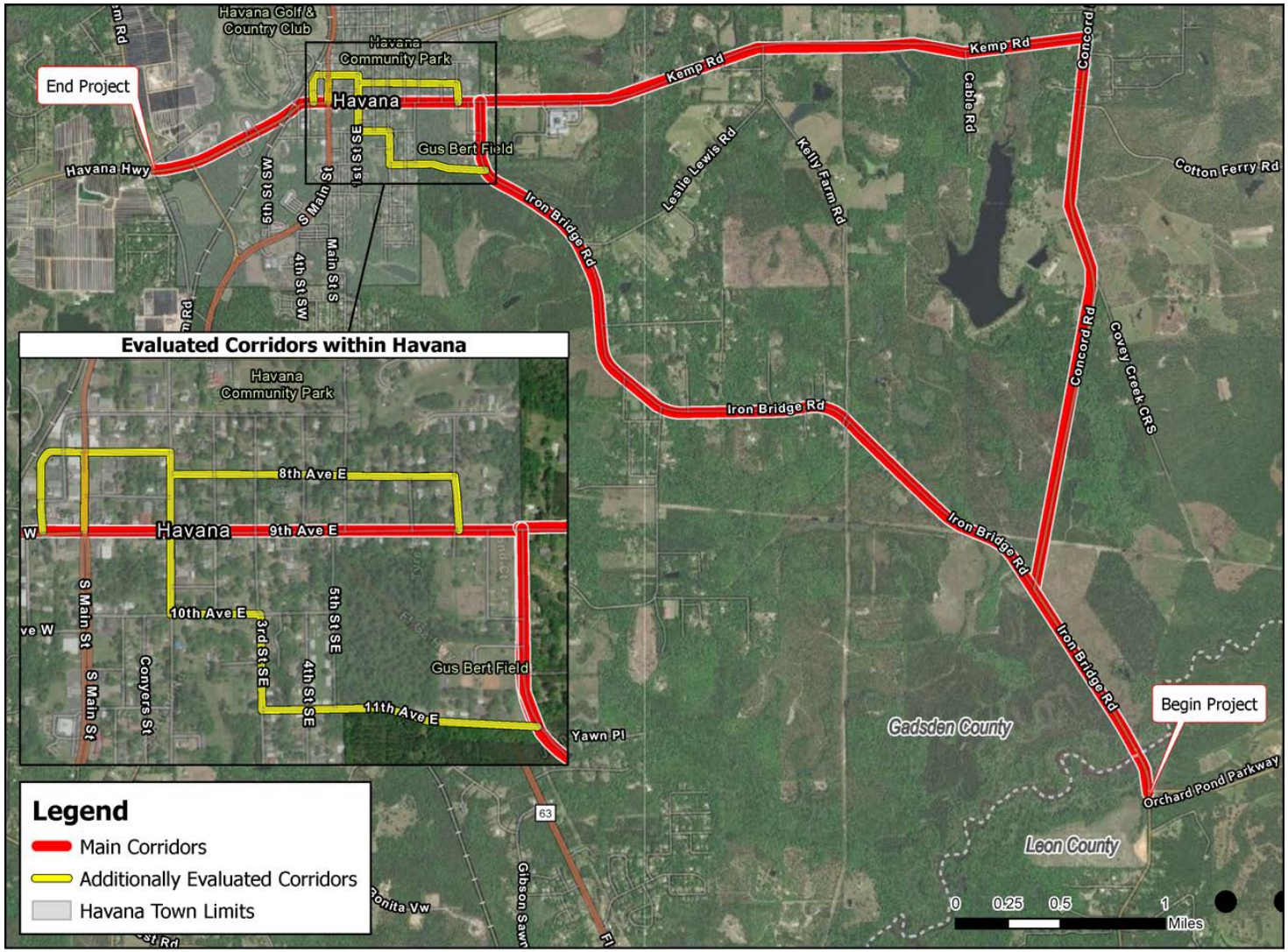
In addition to these corridors, several local neighborhood streets within Havana town limits were also evaluated to facilitate safe and accessible connections. These neighborhood streets will be detailed where appropriate in the existing conditions analysis. **Figure 1** shows the main corridors that were evaluated and the overall project vicinity.

The areas surrounding the project study area along Old Bainbridge Road / Iron Bridge Road, Concord Road, Kemp Road, and 9th Avenue / SR 12 are generally characterized by residential, commercial, and agricultural land uses. The project's southern limit is located within Leon County for approximately .15 miles until it reaches the Ochlockonee River, and then enters Gadsden County for the remainder of the route. The Town of Havana has a population of 1,753 as



Downtown Havana at 7th Avenue and Main Street

FIGURE 1. PROJECT AREA AND EVALUATED CORRIDORS



Havana Trail Feasibility Study *Evaluated Corridors*

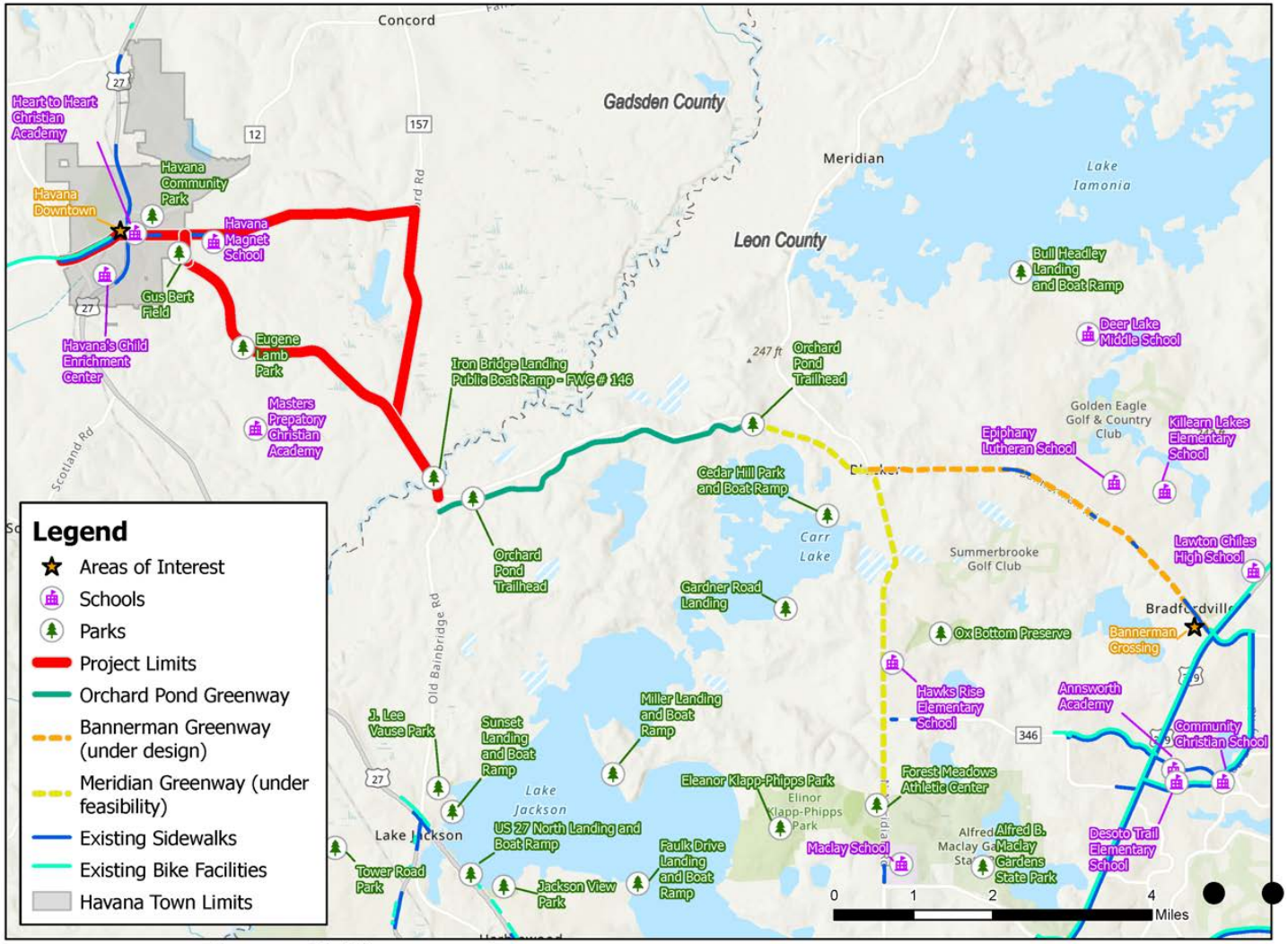
of the 2020 US Census, and is home to businesses including antique shops, art galleries, and other specialty stores. The area has some limited bicycle and pedestrian facilities, most notably at the western limits of this project, where a wide shoulder on SR 12 provides multimodal connectivity between Havana and the City of Quincy.

Throughout the Capital Region area, significant investments have been made to expand the trail network and provide multimodal opportunities for transportation. These investments have been made at the municipal, county, and regional level, and the network is expected to be highly connected throughout Leon, Wakulla, Jefferson, and Gadsden Counties due to multi-use trail projects currently under development. The Tallahassee to Havana Trail will provide connectivity between Leon County and Gadsden County, which does not currently provide any formal bicycle or pedestrian facilities for making trips between them. Providing a specific route along Iron Bridge Road will connect existing trail facilities to the east on Orchard Pond Parkway, which will ultimately connect to planned and proposed facilities on Bannerman Road and North Meridian Road in Leon County. To the west, this route will connect to a wide shoulder on SR 12 that is currently regularly used by recreational cyclists. Some of these regional multimodal opportunities are shown in **Figure 2**.



Downtown Havana facing east on 7th Avenue

FIGURE 2. REGIONAL CONNECTIVITY



Havana Trail Feasibility Study *Regional Connectivity*

EXISTING CONDITIONS ANALYSIS

An existing conditions analysis was initiated in May 2022 and concluded in August 2022. This included a desktop analysis, preliminary mapping, and field verification through two (2) site visits conducted in May and July of 2022. Information was collected and analyzed to determine project feasibility. **Table 1** below includes desktop data reviewed for the purpose of this analysis.

TABLE 1. DATA AND SOURCES

Data	Source	Year
Average Annual Daily Traffic (AADT), Truck AADT, Number of Lanes, Speed Limit, Functional Classification, Existing Multimodal Facilities	Florida Department of Transportation (FDOT)	2021
Crash Analysis Reporting System (CARS)	Florida Department of Transportation (FDOT)	2017-2021
Signal Four Analytics	University of Florida GeoPlan	2021
Preliminary Right-of-Way	Florida Department of Transportation (FDOT), Gadsden County Property Appraiser, Google Maps	Various
Historic Structures, Resources, Bridges, Cemeteries	Florida Department of State via Florida Geographic Data Library (FGDL)	2019
Land Use	Florida Geographic Data Library (FGDL)	2021
FEMA Flood Zones	Federal Emergency Management Agency (FEMA) via FGDL	2021
Wetlands	National Wetlands Inventory (NWI)	2021
Species	Florida Fish and Wildlife Conservation Commission (FWC), United States Fish and Wildlife Service (USFWS)	Various
Bicyclists Patterns within Gadsden and Leon Counties	Strava	2021-2022

TRANSPORTATION AND ROADWAY CHARACTERISTICS

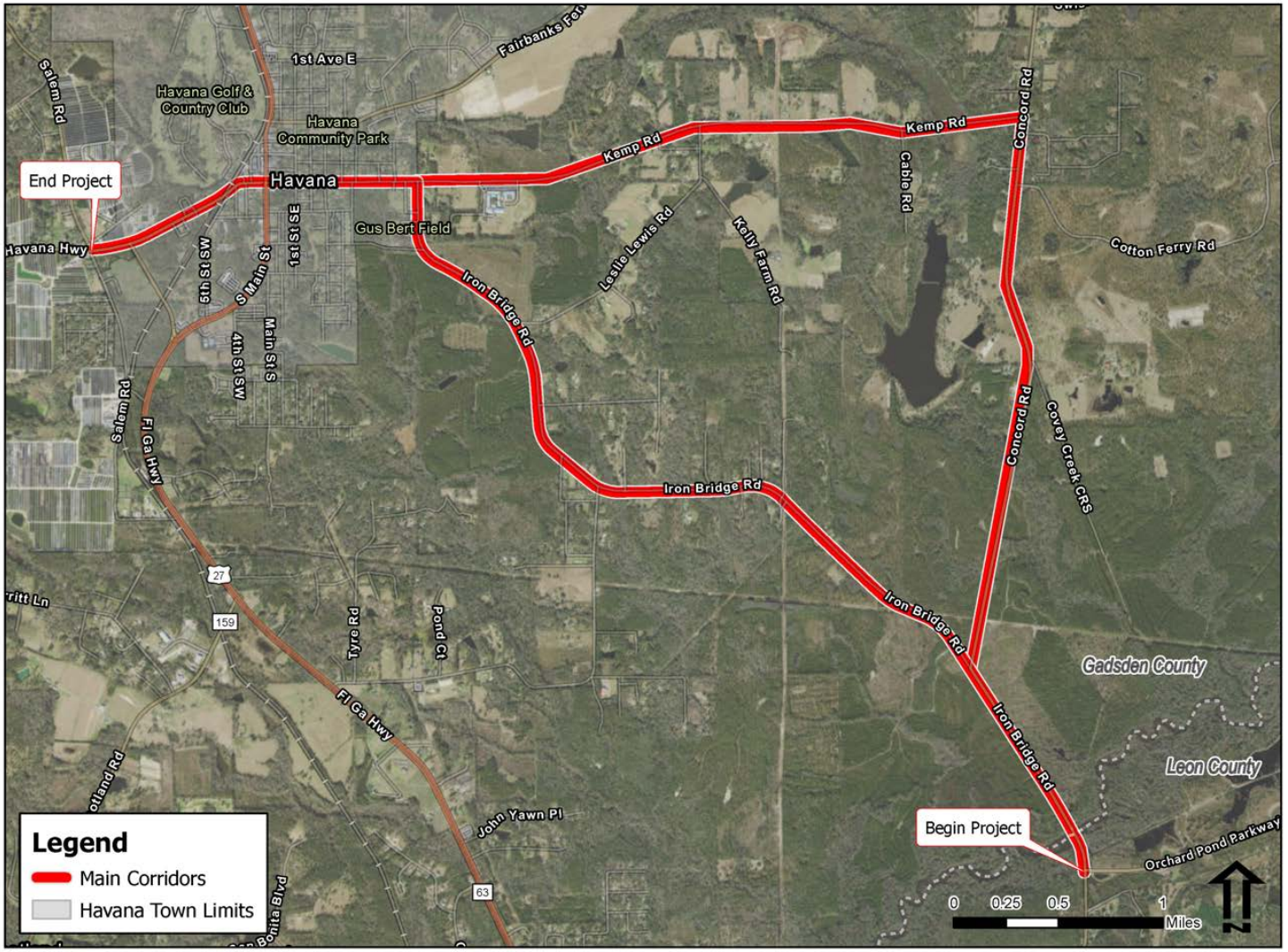
The majority of the project study area is located along rural, two-lane bi-directional highways with posted speed limits of 45 miles per hour or higher. At the Havana town limits, Iron Bridge Road dead ends into Kemp Road, which becomes 9th Avenue at this intersection. Ninth Avenue in Havana is a two-lane bi-directional urban road, with a speed limit of 25 miles per hour. Despite this low speed limit, heavy truck traffic is common along 9th Avenue and can create an unsafe atmosphere along this corridor for bicyclists and pedestrians. On the west side of Havana, 9th Avenue becomes SR 12 and the speed limit increases to 35 miles per hour.

Bicycle and pedestrian facilities are located sporadically throughout project study area but are most concentrated in the downtown Havana commercial areas along 6th, 7th, and 9th Avenues, 2nd Street, and Main Street, as well as on 9th Avenue/SR 12 on the west side of Havana. **Table 2** below describes transportation and roadway characteristics in more detail for all roads evaluated as part of this feasibility study. **Figure 3** below shows these corridors on a map. **Table 3** and **Figure 4** detail additional corridors within Havana that were evaluated as part of this analysis.

TABLE 2. MAIN CORRIDORS EVALUATED

Evaluated Corridors	Road Ownership	Speed Limit	Roadway Characteristics	Multimodal Facilities	Vehicular AADT	Truck AADT
Iron Bridge Road	Gadsden County	45	2-lane bi-directional	No	1100 - 5500	65- 325
Concord Road	Gadsden County		2-lane bi-directional	No	4700	277
Kemp Road	Town of Havana	25	2-lane bi-directional	No	1200	71
9th Avenue E	Town of Havana	25	2-lane bi-directional	No	1200	71
9th Avenue W	Town of Havana, FDOT	35	2-lane bi-directional	Sharrows, 6 ft paved shoulder, 5 ft sidewalk on south side	3700 -5200	359 -385
SR 12/ Havana Highway	Town of Havana, FDOT	35	2-lane bi-directional	Sharrows, 6 ft paved shoulder, 5 ft sidewalk on south side	3700 -5200	359 -385

FIGURE 3. MAIN CORRIDORS EVALUATED



Havana Trail Feasibility Study *Main Corridors Evaluated*

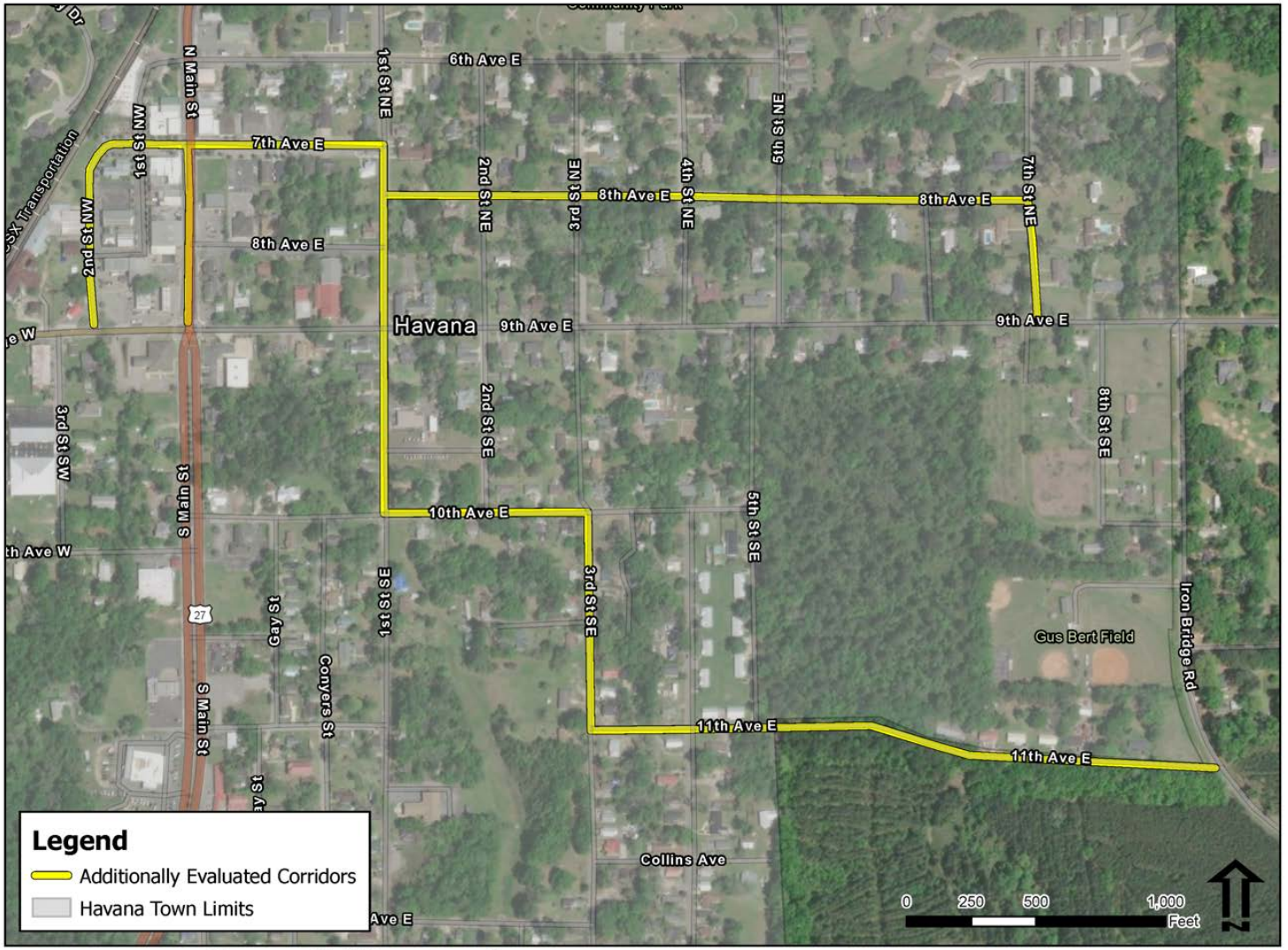


TABLE 3. EVALUATED CORRIDORS IN HAVANA

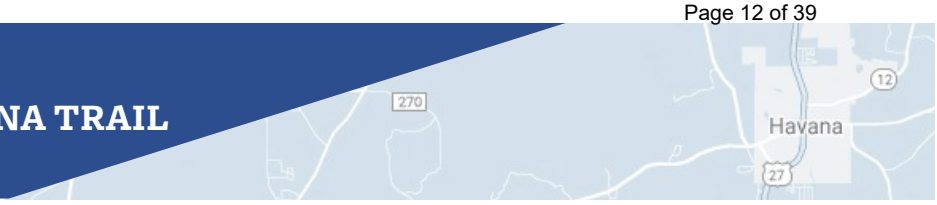
Evaluated Corridors	Road Ownership	Speed Limit	Roadway Characteristics	Multimodal Facilities	Vehicular AADT	Truck AADT
1st Street NE	Town of Havana	Low speed*	2-lane bi-directional, no striping	5-foot sidewalk on east side	Local road	Local road
1st Street SE	Town of Havana	Low speed*	2-lane bi-directional, striped	None	Local road	Local road
2nd Street NW	Town of Havana	Low speed*	2-lane bi-directional, striped	Intermittent 6-foot sidewalk on west side, brick paver crosswalks	Local road	Local road
7th Avenue W	Town of Havana	Low speed*	2-lane bi-directional, striped	4 to 5-foot sidewalks on both sides, brick paver crosswalks	Local road	Local road
7th Avenue E	Town of Havana	Low speed*	2-lane bi-directional, striped	4 to 5-foot sidewalks on both sides, brick paver crosswalks	Local road	Local road
7th Street SE	Town of Havana	Low speed*	2-lane bi-directional, no striping	None	Local road	Local road
8th Avenue E	Town of Havana	Low speed*	2-lane directional, no striping	None	Local road	Local road
Main Street	FDOT	35	4-lane bi-directional, paved, landscaped median, access management	5-foot sidewalks on both sides	11900	2356

**There were no posted speed limits along local and neighborhood roads.*

FIGURE 4. EVALUATED CORRIDORS WITHIN HAVANA



Havana Trail Feasibility Study *Additionally Evaluated Corridors within Havana*



RIGHT-OF-WAY

The right-of-way along the evaluated corridors varies significantly. Generally, right-of-way availability on corridors outside of the Havana town limits is sufficient to accommodate a 10 to 12-foot multi-use trail on both the east and west sides of the corridor. Within the Havana town limits, right-of-way along the main corridors (9th Avenue E and W, Main Street) is extremely constrained and limits opportunities for separated, off-road facilities. However, low speeds and low volumes on parallel neighborhood streets provide opportunities for a continuous route utilizing on-street facilities such as sharrows and signage. These opportunities are further discussed in the route opportunities section of this document.

Table 4 below details the right-of-way availability along each of the corridors reviewed for the Tallahassee to Havana Trail. These right-of-way measurements were obtained using Gadsden County Property Appraiser parcel information and are for general planning purposes. If this project moves forward to subsequent phases, such as project development and environment (PD&E) study or design, a formal survey will be conducted which will establish detailed right-of-way measurements. Right-of-way along low-speed, low-volume roads within Havana was not measured due to the assumption that sharrows would be sufficient for a neighborhood route.

TABLE 4. RIGHT-OF-WAY AVAILABILITY

Corridor	Limits	R/W Range (Feet)	R/W Determination
Iron Bridge Road	Orchard Pond Parkway to Kemp Road/9th Avenue E	65 - 163	Sufficient
Concord Road	Iron Bridge Road to Kemp Road	98 - 166	Sufficient
Kemp Road	Concord Road to Iron Bridge Road	90 - 103	Sufficient
9th Avenue E	Iron Bridge Road to Main Street	30 - 42	Constrained
9th Avenue W/SR 12	Main Street to Salem Road	28 - 66	Constrained

DRIVEWAYS

An analysis was conducted to determine the location and type of driveways present along Iron Bridge Road, Kemp Road, Concord Road, and 9th Avenue E and west SR 12. Driveway counts for local neighborhood roads within Havana were not taken because the trail would likely consist of sharrows and signage located on the roadway that would not cross driveways. Driveway counts are detailed in **Table 5**. The driveways were sorted into four categories: residential driveways, commercial driveways, unsignalized roads, and signalized roads. These categories are defined as follows:

- **Residential Driveway:** Driveway for private residence;
- **Commercial Driveway:** Driveway or road that leads directly to a business, church, park, or school;
- **Unsignalized Road:** Road that does not have a traffic light;
- **Signalized Road:** Road that has a traffic signal.

Additionally, railroad crossings were also identified. All driveway crossings on Iron Bridge Road and the 9th Avenue E and west SR 12 are listed in **Table 5** and detailed maps are included in the **Appendix**.

TABLE 5. DRIVEWAY COUNTS BY TYPE

Iron Bridge Road from Orchard Pond Parkway to 9th Avenue East

Side of Corridor	Signalized Road	Unsignalized Road	Commercial Driveway	Residential Driveway	Railroad Crossing	Total
West	0	1	3	16	0	20
East	0	8	4	14	0	26

9th Avenue East from Iron Bridge Road to Main Street

Side of Corridor	Signalized Road	Unsignalized Road	Commercial Driveway	Residential Driveway	Railroad Crossing	Total
South	1	2	1	14	0	18
North	1	5	3	12	0	21

9th Avenue West from Main Street to Salem Road

Side of Corridor	Signalized Road	Unsignalized Road	Commercial Driveway	Residential Driveway	Railroad Crossing	Total
South	1	0	5	0	1	7
North	1	1	12	0	1	15

Concord from Iron Bridge Road to Kemp Road

Side of Corridor	Signalized Road	Unsignalized Road	Commercial Driveway	Residential Driveway	Railroad Crossing	Total
South	0	2	0	15	0	17
North	0	3	0	8	0	11

Kemp Road from Concord Road to Iron Bridge Road

Side of Corridor	Signalized Road	Unsignalized Road	Commercial Driveway	Residential Driveway	Railroad Crossing	Total
South	0	5	2	16	0	23
North	0	2	0	30	0	32



Storefronts in downtown Havana

EVALUATED UTILITY EASEMENTS

Utility easements in the general project vicinity were also identified. In other places throughout the state, utility easements have provided clear, safe areas to accommodate trails and outdoor recreation opportunities. **Table 6** lists the utility easements that were identified, and they are shown in **Figure 5** below. While other utility corridors exist in areas surrounding Havana and the project area, the easements listed below identify those that could potentially serve as alternate routes for a direct trail route.

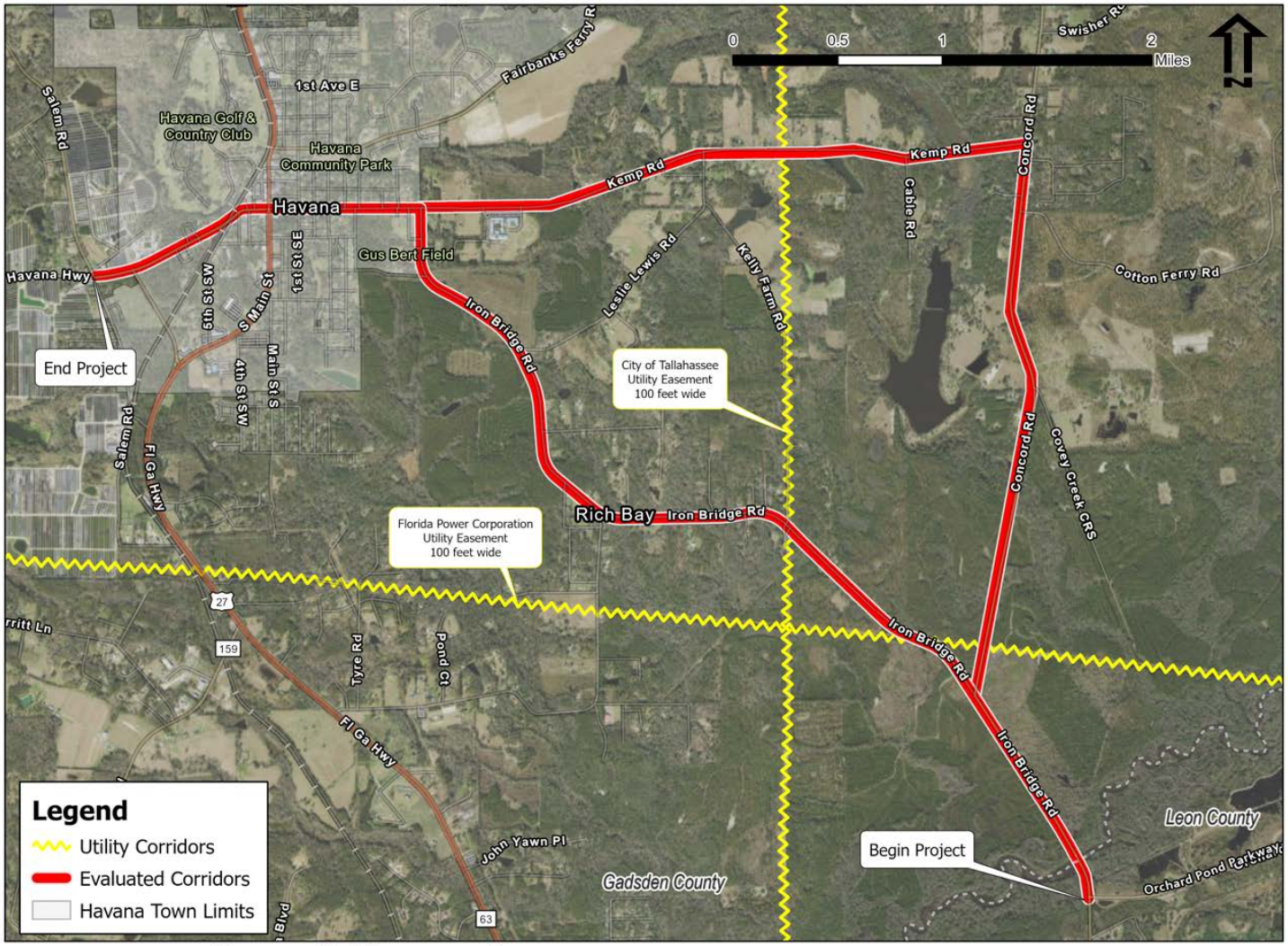
TABLE 6. IDENTIFIED UTILITY EASEMENTS

Easement Type	Location	Owner	Width
Transmission Line	Kemp Road to Iron Bridge Road (North South)	City of Tallahassee	100 feet
Transmission Line	US 27 to Concord Road (East West)	Florida Power Corp.	100 feet



Mural in downtown Havana

FIGURE 5. UTILITY EASEMENTS EVALUATED



Havana Trail Feasibility Study *Evaluated Utility Easements*

CRASH DATA

Downtown Havana is located at the convergence of two major highways (US 27 and SR 12) and experiences high volumes of through traffic. Reviewing crash data history allowed the project team to understand and identify potentially unsafe locations for bicyclists and pedestrians to avoid or address in future recommendations. Crash data was pulled from the Florida Department of Transportation's (FDOT) CAR database for the years 2017 to 2021 within Havana City. The CAR database does not currently have "certified" data for 2021, so Signal Four Analytics data was used to confirm the unverified data for 2021 provided by Signal four. Crash data was pulled to identify specific intersections or corridors that would not be suitable for a multi-use trail due to safety concerns and previous crashes. The data indicated four (4) crashes involving pedestrians occurred within Havana during the reviewed time period. However, none of these crashes involved injury or fatality, and were not located along any of the corridors being considered as a potential trail route. The crashes are detailed in **Table 7** below and shown in **Figure 6**.

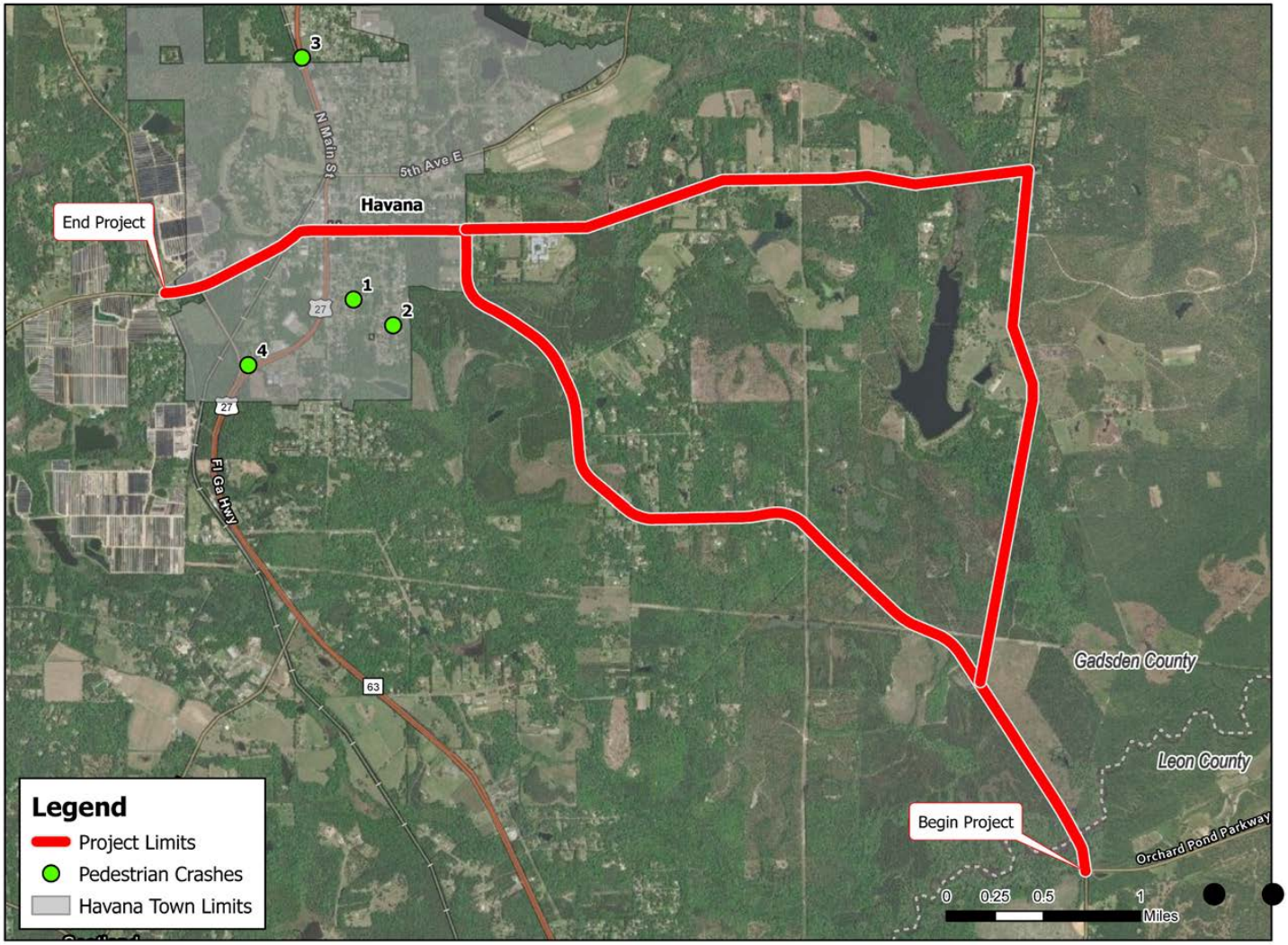
TABLE 7. CRASH DATA

Map ID	Crash Type	Year	Crash Location	Injury?
1	Pedestrian	2021	1st Street SE between 11th Avenue E and 12th Avenue E	No
2	Pedestrian	2021	12th Avenue E between 3rd Street SE and 4th Street SE	No
3	Pedestrian	2021	FL GA Hwy at Washington Ave	No
4	Pedestrian	2021	FL GA Hwy at Short Cut Rd	No

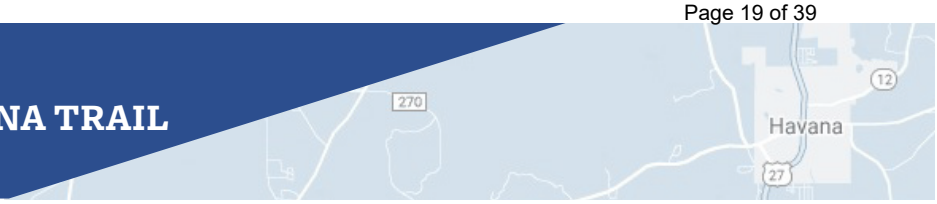


Existing multimodal facilities along SR 12 just outside of Havana town limits

FIGURE 6. CRASH DATA



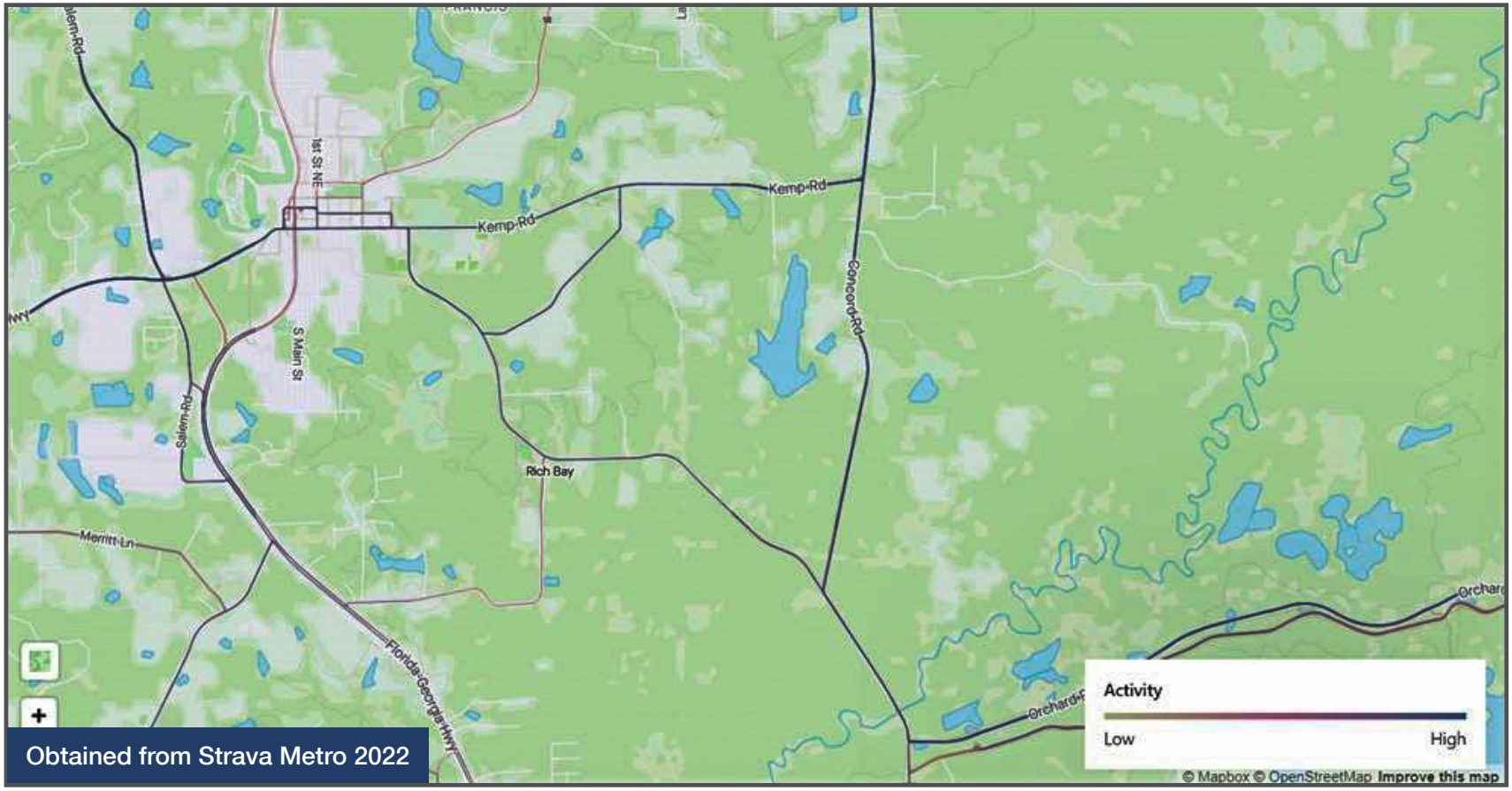
Havana Trail Feasibility Study *Bicycle & Pedestrian Crash Map (2017-2021)*



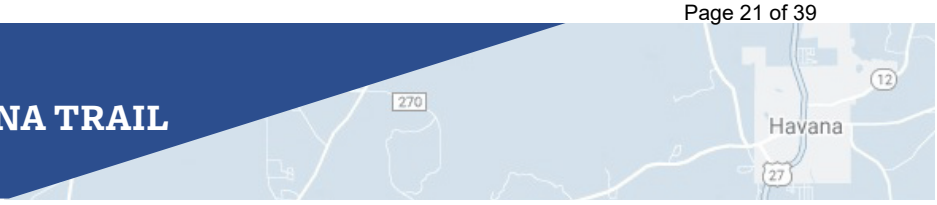
STRAVA

Strava data is an aggregated dataset that utilizes GPS data points to identify routes for a variety of activity types. It has traditionally been used by athletes for tracking workouts, but has recently become a tool for understanding mobility patterns to help identify opportunities for infrastructure improvements. Strava data was obtained as part of this existing conditions analysis to help identify where cyclists are currently traveling within the study area. It is well-known that cyclists are currently traveling between Leon and Gadsden Counties along this general route, but what specific corridors they are using can be difficult to identify without a formal public engagement process, which was not part of this analysis. Using Strava, the project team was able to identify which corridors could be assumed to be preferred by frequent cyclists by making note of their physical location through GPS tracking via a cell phone or fitness tracker. **Figure 7** shows routes between Orchard Pond Parkway and Salem Road via heatmap, showing routes with high activity in dark blue, and those with less activity in shades of red, pink, orange, and yellow. The data shown in **Figure 7** indicates that a majority of cycling activity in the project vicinity is occurring on main corridors including Iron Bridge Road, Concord Road, Kemp Road, 9th Avenue E, 9th Avenue W, and SR 12. Within Havana town limits, as shown in **Figure 7**, very little activity is occurring off the main corridors outside of one main cycling route along 7th Street NE, 8th Avenue W, 1st Avenue NE, 7th Avenue E, and 2nd Street NE. This data provides a clearer picture of potential opportunities within Havana that help omit high-speed high-volume roads with safety concerns from consideration.

FIGURE 7. STRAVA



Obtained from Strava Metro 2022



ENVIRONMENTAL CHARACTERISTICS

As part of this existing conditions analysis, environmental characteristics were reviewed to identify any major concerns that would limit the feasibility of constructing a 10 to 12-foot multi-use trail if this project moves forward to subsequent PD&E or design phases. The project area and surrounding vicinity is generally made up of rural agricultural lands and residential uses, with some urban land uses and commercial areas located in downtown Havana.

FLOOD ZONES AND WETLANDS

All evaluated corridors are located within Flood Zones A, AE, and X. The flood zones can be described as follows:

- Flood Zone A – 1% annual chance of flooding without base flood elevations established
- Flood Zone AE – 1% annual chance of flooding with base flood elevations established
- Flood Zone X – .2% annual chance of flooding

These flood zones are not expected to be adversely impacted by any of the routes outlined in this document. In instances where flood zones are associated with existing wetlands, design modifications or routes such as constructing a boardwalk for the trail would likely be proposed to minimize wetlands impacts from construction and future use. This would likely only occur in areas surrounding the Ochlockonee River, which is near the southeastern limits of the project. Flood zones are shown in **Figure 8**.

National Wetland Inventory (NWI) data maintained by the United States Fish and Wildlife Service was used to identify wetlands in the project area. Areas identified as wetlands are generally concentrated near the southeastern limits of the project surrounding the Ochlockonee River. Site reconnaissance conducted in May of 2022 indicated that wetlands identified by the NWI do not appear to extend into maintained right-of-way associated with the evaluated corridors, including Iron Bridge Road, Concord Road, and Kemp Road. There are no wetlands within the Havana town limits, nor along 9th Avenue west SR 12. While some wetland impacts may occur as a result of this project, large-scale impacts to flood zones or wetlands are not expected. However, subsequent design or PD&E phases that may be pursued in the future will determine the impacts at a more granular level. Wetlands are shown in **Figure 9**.

SPECIES

Along the evaluated corridors, GIS data maintained by the Florida Fish and Wildlife Conservation Commission (FWC) indicated that no species of interest have been documented within the vicinity surrounding the corridor. However, preliminary analysis indicated that the corridor is located within wood stork core foraging areas associated with an active colony located approximately 3 miles southwest of the southeastern project limits. Core foraging areas are not uncommon, with the majority of Leon and Gadsden Counties being located within one or within sensitive areas for active nesting colonies. This is shown in **Figure 10**.

Additionally, the Ochlockonee River was identified as threatened and endangered freshwater mussel habitat, which can limit construction associated with transportation projects within a certain distance of identified rivers and associated stream channels. Based on brief review of the FDOT's ***Freshwater Mussel Phase I Programmatic Approach for Transportation Work Activities***, work associated with bikeways and sidewalks are not likely to adversely affect these protected species. However, additional review will be required in subsequent project phases as more specific details become available. Mussel critical habitat is also shown in **Figure 10**.

This project is also located within the East Panhandle Bear Management Unit, in an area identified as having a frequent range of the Florida black bear. Like the wood stork, this designation is fairly common for Leon and Gadsden County and will not cause any major concerns for project feasibility.

HISTORIC AND CULTURAL RESOURCES

Available data from the State Historic Preservation Office (SHPO) was mapped to locate any known historic or culturally significant resources near the corridor. Several historic resource groups, structures, bridges, and cemeteries were identified along the evaluated corridors and in areas surrounding. For the purposes of this existing conditions assessment, only National Register of Historic Places (NRHP) -eligible or -listed resources and structures were mapped and identified. Based on this approach, 14 structures and four linear resources were identified along the evaluated corridors within the Havana town limits. Additionally, two cemeteries were identified along Kemp Road and Iron Bridge Road, but NRHP eligibility information was not available. These sites are listed in **Table 8** and shown in **Figure 11**. In the event this project moves forward, a Cultural Resource Assessment Survey (CRAS) will be completed during the environmental phase of this project to determine impacts to existing and potential SHPO resources and establish an Area of Potential Effects (APE). Cemeteries were also identified and shown in **Table 9**.



Businesses and cottage industry in downtown Havana

TABLE 8. SHPO EVALUATED NRHP-ELIGIBLE AND -LISTED RESOURCES IN THE PROJECT VICINITY

Site Number	Site Name	Type	County
GD00422	Planters Exchange Frame Warehouse	Structure	Gadsden
GD00423	Planters Exchange Truck Shed	Structure	Gadsden
GD00424A	Planters Exchange Store	Structure	Gadsden
GD00424B	Planters Exchange	Structure	Gadsden
GD00424C	Planters Exchange Warehouse Ii	Structure	Gadsden
GD00424D	Planters Exchange Warehouse Iii	Structure	Gadsden
GD00424E	Planters Exchange Warehouse Iv	Structure	Gadsden
GD00424F	Planters Exchange Warehouse V	Structure	Gadsden
GD00424G	Planters Exchange Warehouse Vi	Structure	Gadsden
GD00424H	Planters Exchange Warehouse Vii	Structure	Gadsden

Site Number	Site Name	Type	County
GD00424I	Planters Exchange Fertilizer Elevator	Structure	Gadsden
GD00424J	Planters Exchange Fertilizer Mill	Structure	Gadsden
GD01060	301 9th Avenue West	Structure	Gadsden
GD01061	113 9th Avenue West	Structure	Gadsden
GD01064	Georgia, Florida, And Alabama Railroad	Linear	Gadsden
GD02044	Iron Bridge Road	Linear	Gadsden
LE06152	Old Bainbridge Road	Linear	Leon
LE05976	Orchard Pond Road	Linear	Leon

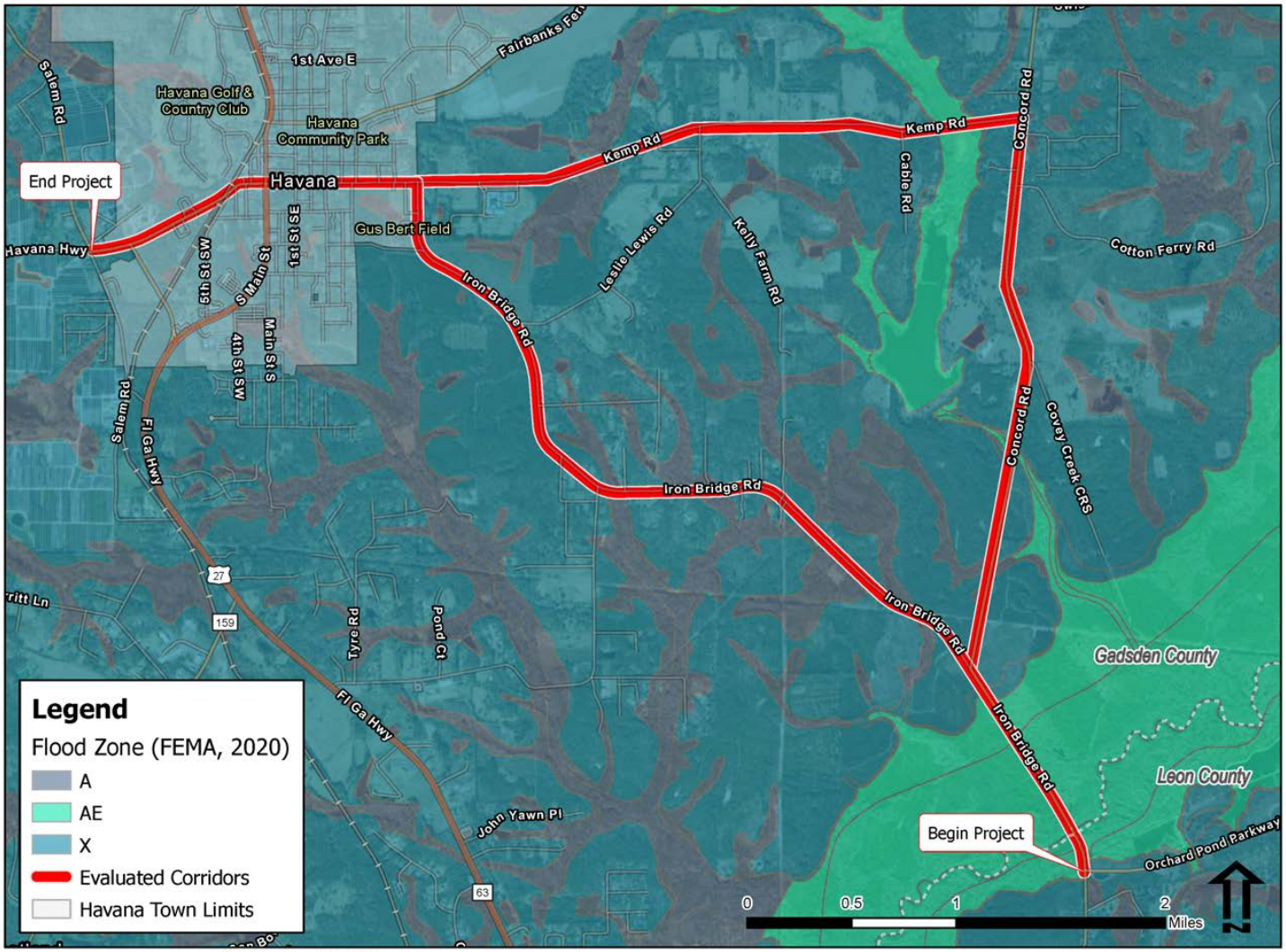
TABLE 9. ADDITIONAL HISTORIC RESOURCES - CEMETERIES

Site Name	County
Shelfer Cemetery	Gadsden
Piney Grove Primitive Baptist Church Cemetery	Gadsden



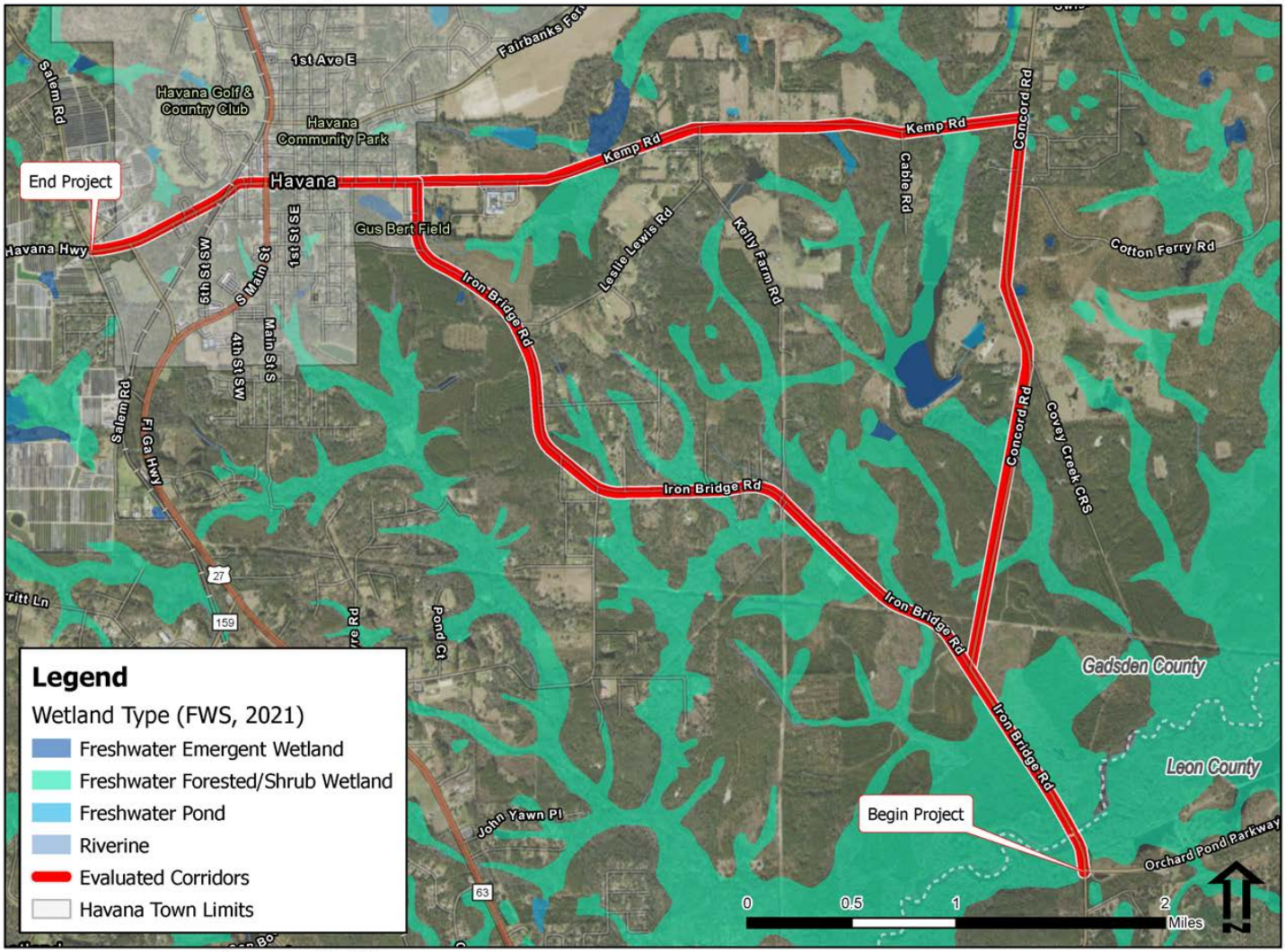
SR 12 outside of Havana city limits has sharrows and a wide shoulder on either side of the corridor

FIGURE 8. FLOOD ZONES



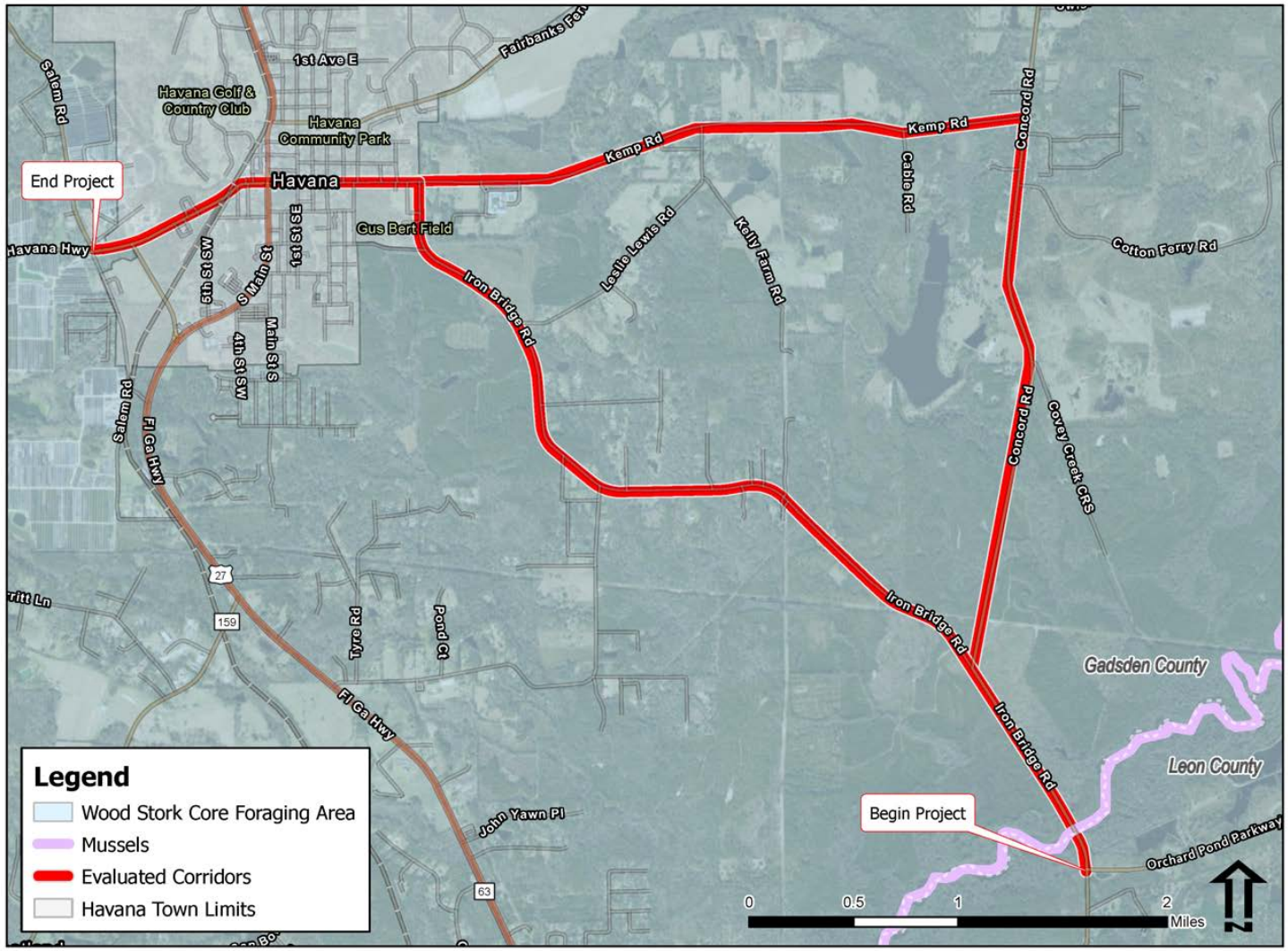
Havana Trail Feasibility Study *Flood Zones*

FIGURE 9. WETLANDS



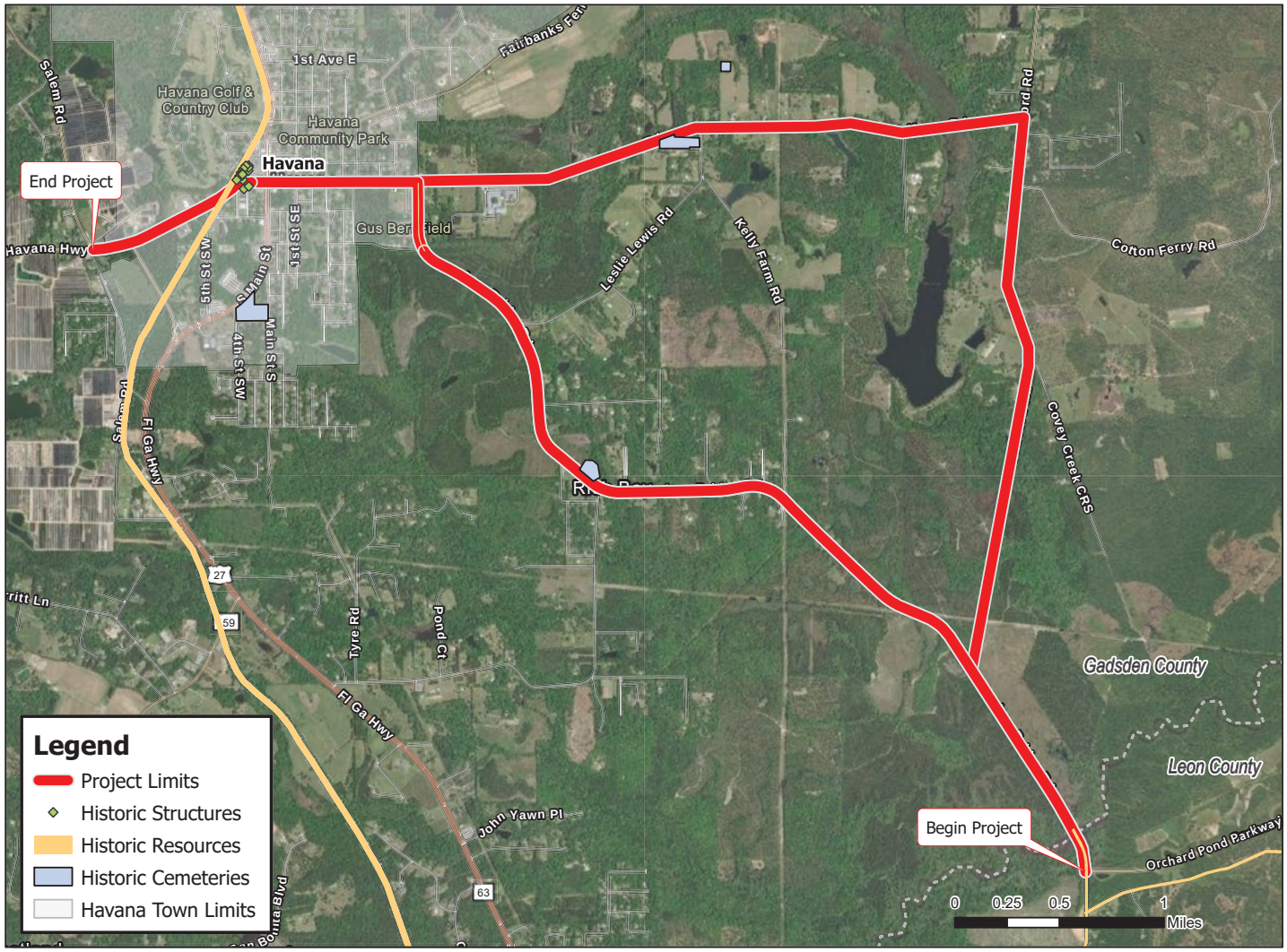
Havana Trail Feasibility Study *Wetlands*

FIGURE 10. SPECIES



Havana Trail Feasibility Study *Species*

FIGURE 11. CULTURAL AND HISTORIC RESOURCES



Havana Trail Feasibility Study *Historic and Cultural Resources*

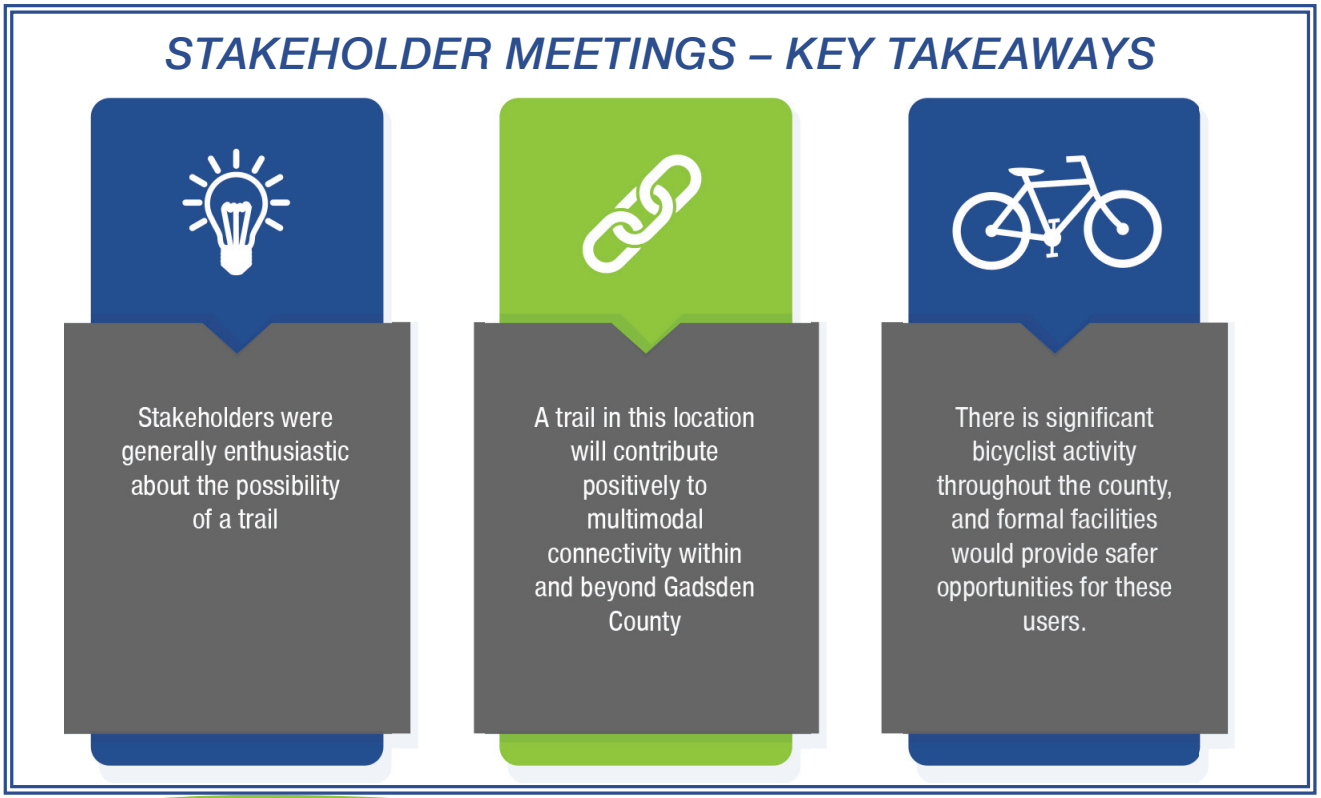
STAKEHOLDER COORDINATION

As part of the existing conditions phase of this feasibility study, limited engagement was conducted with key stakeholders to introduce the project and solicit feedback. This initial engagement included meetings with the Gadsden County Public Works Department, Gadsden County Growth Management, and the Havana Town Manager. These stakeholders provided valuable feedback that allowed the project team to gain a better understanding of upcoming projects in the project vicinity and gain preliminary information about the perception of a trail project. These meetings were conducted in-person. The stakeholder meetings are summarized in **Table 10** below.

TABLE 10. STAKEHOLDER MEETINGS

Stakeholder	Meeting Date
Gadsden County Public Works *Gadsden County Growth Management*	7/12/2022
Havana Town Manager	7/12/2022

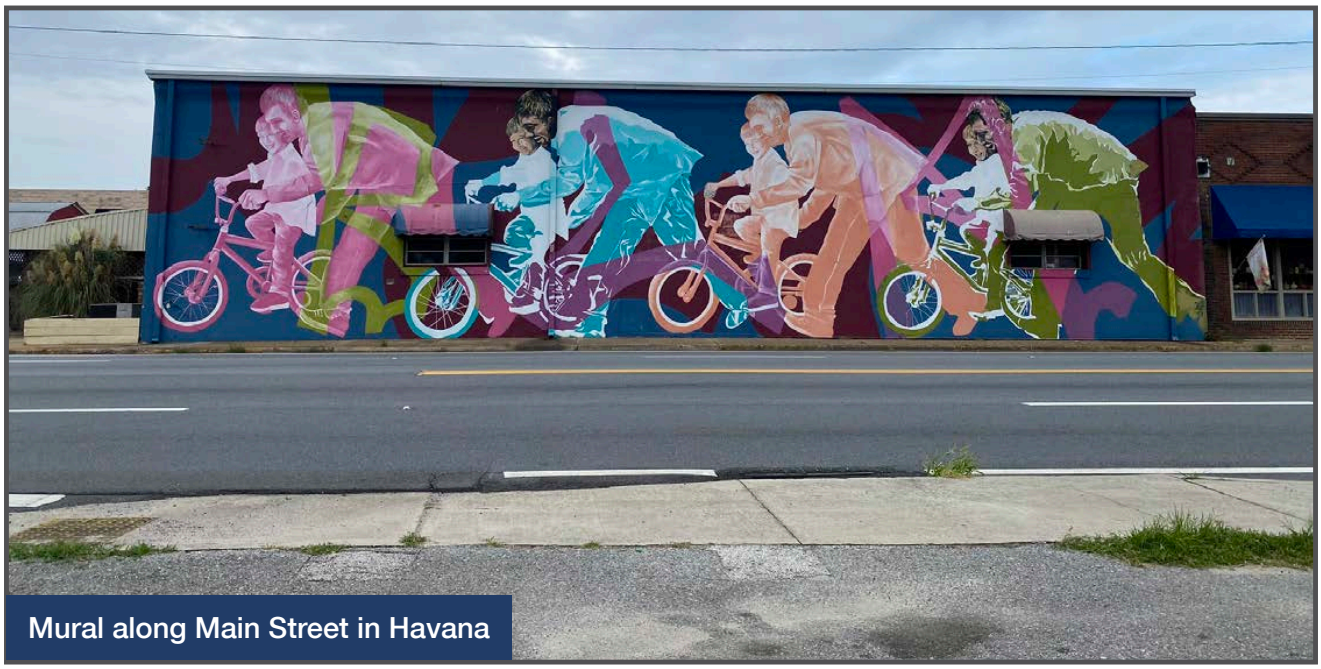
STAKEHOLDER MEETINGS – KEY TAKEAWAYS



EVALUATED ALTERNATIVES

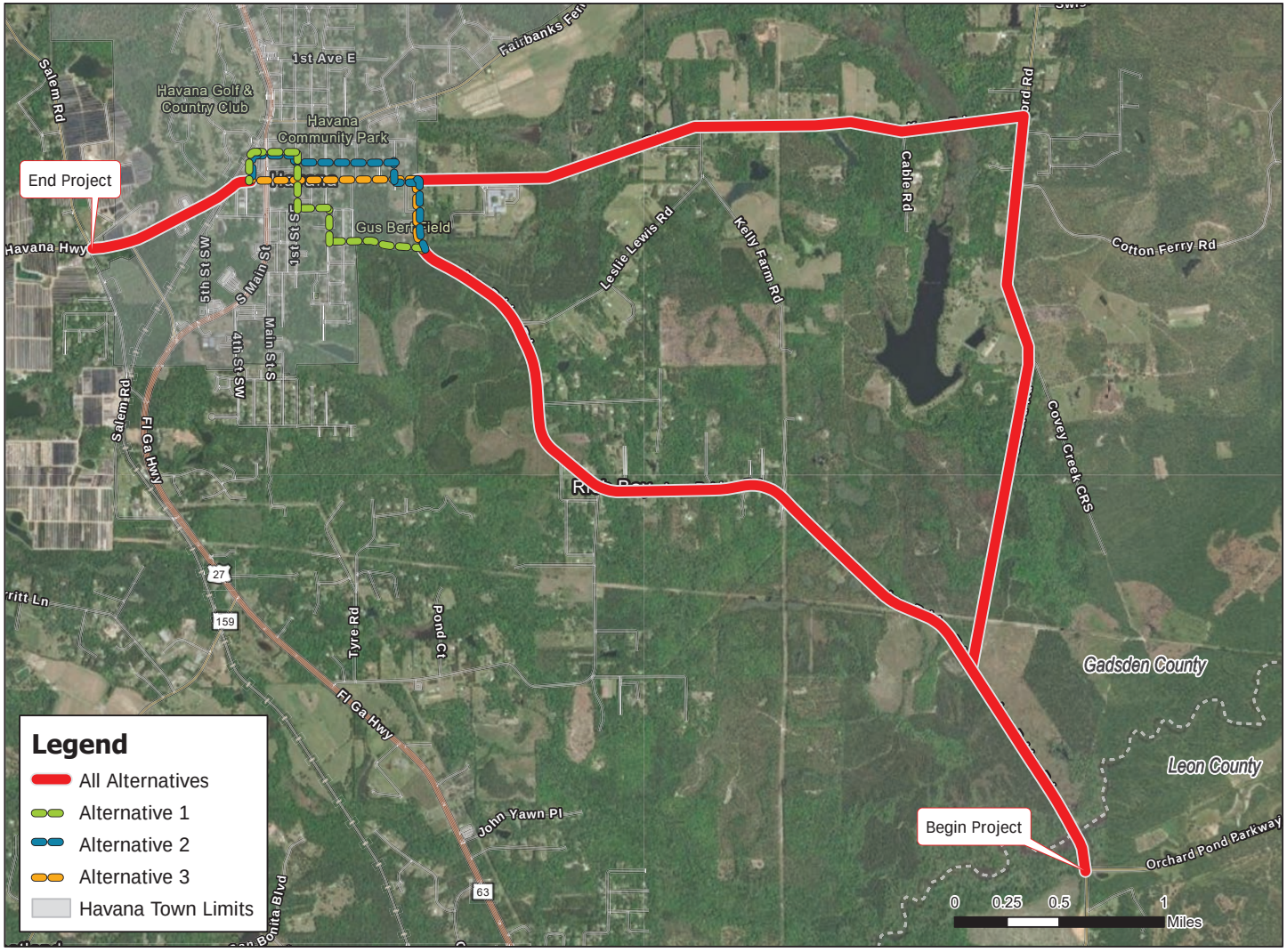
As noted previously, several corridors were evaluated to identify the best alternative for the Tallahassee to Havana Trail. These corridors included Iron Bridge Road, Concord Road, Kemp Road, utility corridors, and 9th Avenue through downtown Havana to Salem Road. Neighborhood streets were also reviewed to identify alternatives to re-route the trail along low-volume, low-speed roads via an on-street bicycle network utilizing sharrows and signage. Using the information obtained through the existing conditions analysis, three viable routes have been identified as alternatives moving forward. This project is not currently programmed to move forward to subsequent environmental or design phases, so a final preferred alternative has not been selected as part of this study.

Each of the identified route alternatives begins at the eastern terminus where Orchard Pond Parkway intersects with Old Bainbridge Road/Iron Bridge Road. All three routes then follow along Iron Bridge Road until the Havana town limits. The main variation between the routes occurs within Havana where ***Alternative 1*** utilizes neighborhood streets south of 9th Avenue E, ***Alternative 2*** utilizes those north of 9th Avenue E, and ***Alternative 3*** remains on 9th Avenue through the downtown to the west side of Havana. Each of the alternatives allows access to commercial areas along 2nd Street NW, and then follows 9th Avenue W/SR 12 to Salem Road, which is the western terminus of this project. All three alternatives are shown in **Figure 12**.



Mural along Main Street in Havana

FIGURE 12. EVALUATED ALTERNATIVES



Havana Trail Feasibility Study *Evaluated Alternatives*

ALTERNATIVE 1

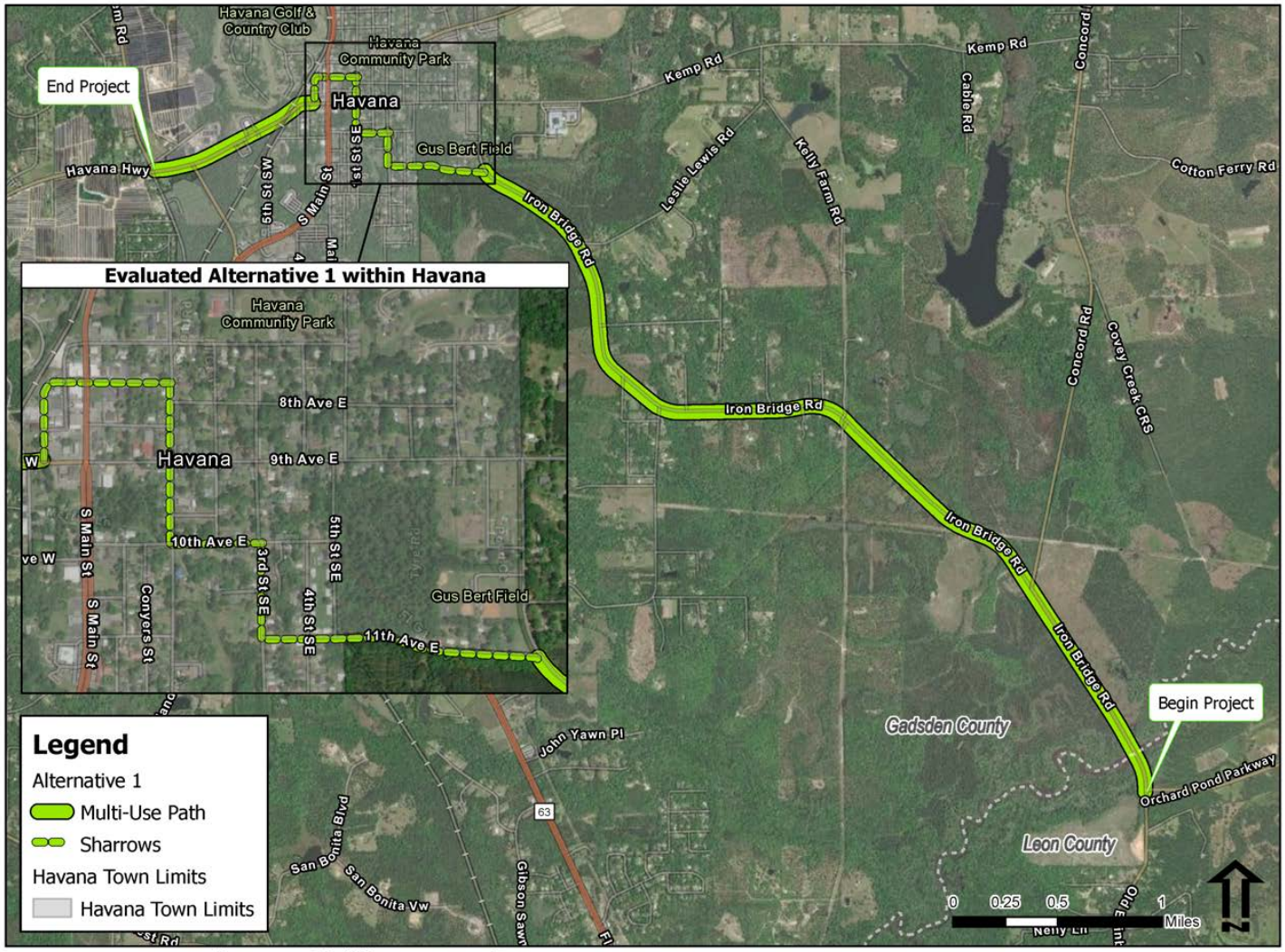
Alternative 1 utilizes Iron Bridge Road beginning at the Orchard Pond Parkway intersection in Leon County to 11th Avenue SE, just south of the 9th Avenue/Kemp Road intersection. Along Iron Bridge Road, right-of-way appears to be sufficient on both sides of the corridor, however, in this alternative, the trail would be optimal on the west side of the corridor to avoid a crossing at 11th Avenue SE. The trail then follows several neighborhood streets (11th Avenue to 3rd Street SE to 10th Avenue E to 1st Street SE to 7th Avenue E) to reach downtown Havana, where restaurants and shops are located on 2nd St NW. This route will then continue along 9th Avenue W/ SR 12 to Salem Road. Along this segment, there is severely constrained right-of-way between 2nd Street NW and the railroad crossing, and creative design features will need to be incorporated to accommodate any type of separated facility on the north side of the corridor. West of the railroad crossing, either side of the corridor appears to have sufficient right-of-way to accommodate a trail. An existing sidewalk on the south side of SR 12 could be widened, but two additional crossings would be needed to follow the trail to the south side of the corridor and then access Salem Road to continue the connection to the north. Alternative 1 is shown in **Figure 13**.



Downtown Havana facing west on 7th Avenue West

ALTERNATIVE 1	
Number of Crossings to be Installed as part of this Alternative (Including railroad crossing)	2 – 5
Right-of-Way Concerns	9th Avenue west SR 12 between 2nd Street SE and railroad
Connectivity Opportunities	Orchard Pond Greenway, Eugene Lamb Jr. Community Park, Shops and Restaurants in Downtown Havana, existing on-street bicycle facilities on SR 12

FIGURE 13. EVALUATED ALTERNATIVE 1



Havana Trail Feasibility Study *Evaluated Alternative 1*

ALTERNATIVE 2

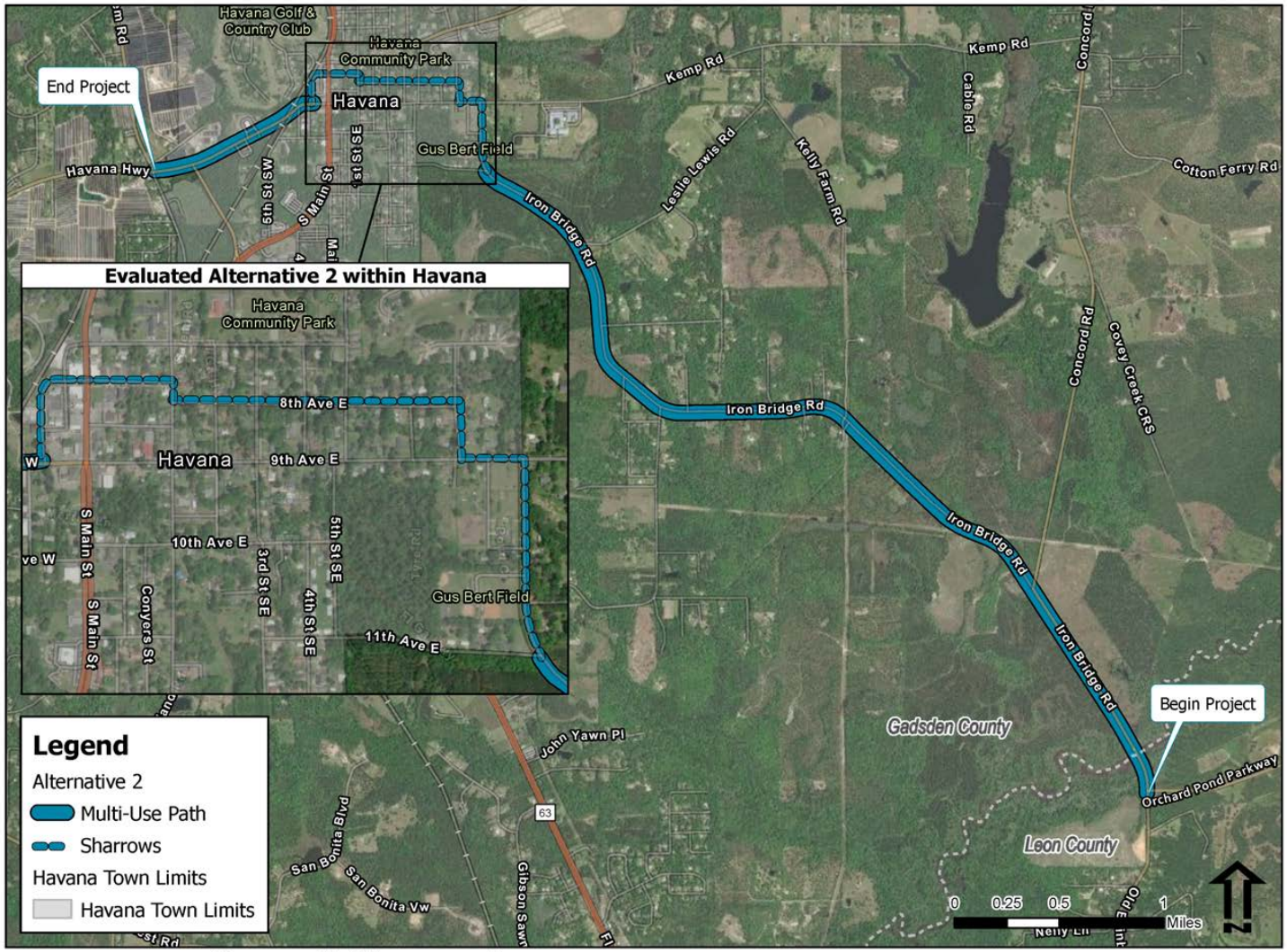
Alternative 2 also utilizes Iron Bridge Road beginning at the Orchard Pond Parkway intersection in Leon County, but the trail remains on this corridor until its terminus at 9th Avenue E/Kemp Road. Along Iron Bridge Road, the trail could be located on either side of the corridor, but the western side of the corridor is preferred due to fewer grade issues. The trail will turn onto 9th Avenue E, and convert to on-street signage and sharrows due to constrained right-of-way along the corridor. The speed limit along this portion of 9th Avenue E is 25 miles per hour, and the route is expected to be located on this main corridor for less than .25 miles. The route will then continue north on 7th Street SE to utilize several neighborhood streets (8th Avenue E to 1st Street NE to 7th Avenue E) to reach downtown Havana, where restaurants and shops are located on 2nd Street NW. This route will then continue along 9th Avenue west SR 12 to Salem Road. Along this segment, there is severely constrained right-of-way between 2nd Street NW and the railroad crossing, and creative design features will need to be incorporated to accommodate any type of separated facility. West of the railroad crossing, either side of the corridor appears to have sufficient right-of-way to accommodate a trail. An existing sidewalk on the south side of SR 12 could be widened, but 2 additional crossings will be needed at the intersection of 2nd Street NW and 9th Avenue W, and Salem Road and SR 12. Locating the trail on the northern side of the corridor limits the need for these additional crossings. Alternative 2 is shown in **Figure 14**.



9th Avenue East in Havana town limits

ALTERNATIVE 2	
Number of Crossings to be Installed as part of this Alternative (Including railroad crossing)	2 – 5
Right-of-Way Concerns	Ninth Avenue west SR 12 between 2nd Street SE and railroad
Connectivity Opportunities	Orchard Pond Greenway, Eugene Lamb Jr. Community Park, Shops and Restaurants in Downtown Havana, existing on-street bicycle facilities on SR 12

FIGURE 14. EVALUATED ALTERNATIVE 2



Havana Trail Feasibility Study *Evaluated Alternative 2*

ALTERNATIVE 3

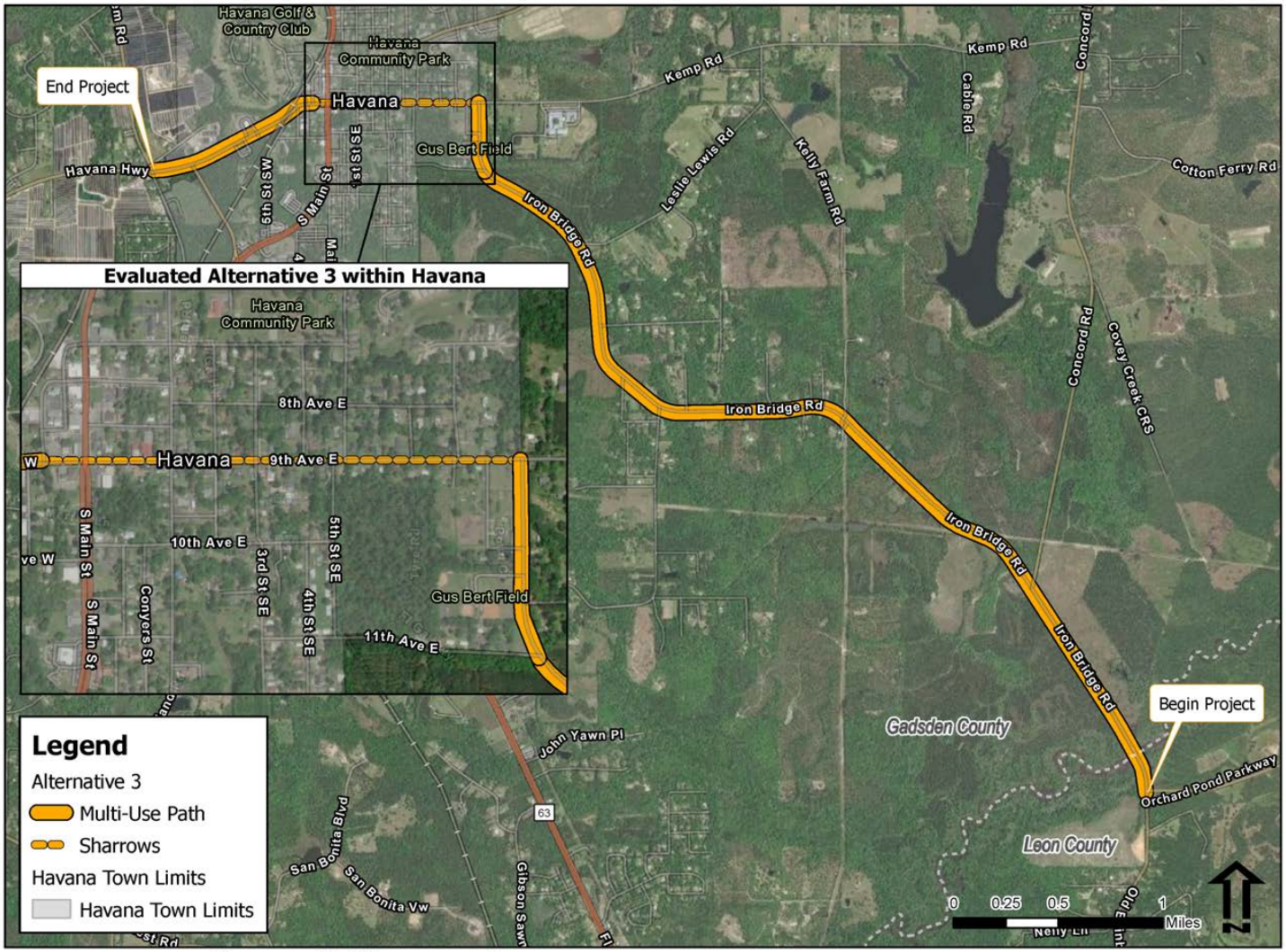


Intersection of 9th Avenue and Main Street in downtown Havana

Like the previously describe routes, Alternative 3 follows Iron Bridge Road to 9th Avenue E/Kemp Road. Along Iron Bridge Road, the trail could be located on either side of the corridor, but the western side of the corridor is preferred due to fewer grade issues. The trail will turn onto 9th Avenue E, and convert to on-street signage and sharrows due to constrained right-of-way along the corridor. The speed limit along this portion of 9th Avenue E is 25 miles per hour. The route continues along 9th Avenue E/W/SR 12 through downtown Havana to the terminus at Salem Road. As with the previously described alternatives, Alternative 3 could transition to a separated 10 to 12-foot trail on either side of the corridor west of 2nd Street NW and the railroad crossing, but the number of crossings would fluctuate depending on which side is selected, potentially increasing safety risks associated with crossing a high-speed corridor several times in a short distance. While speeds and volume appear generally low along 9th Avenue, there are concerns with this route associated with semitruck thru traffic that utilizes 9th Avenue to travel through Havana to destinations to the north and south. Alternative 3 is shown in **Figure 15**.

ALTERNATIVE 3	
Number of Crossings to be Installed as part of this Alternative (Including railroad crossing)	1 - 3
Right-of-Way Concerns	9th Avenue west SR 12 between 2nd Street SE and railroad
Connectivity Opportunities	Orchard Pond Greenway, Eugene Lamb Jr. Community Park, Shops and Restaurants in Downtown Havana, existing on-street bicycle facilities on SR 12

FIGURE 15. EVALUATED ALTERNATIVE 3



Havana Trail Feasibility Study *Evaluated Alternative 3*

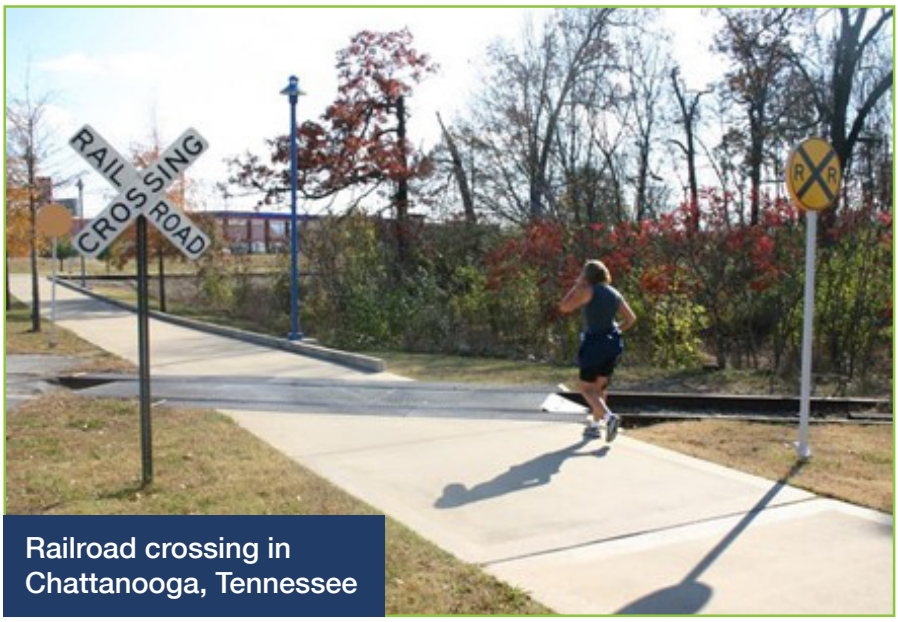
OTHER CONSIDERATIONS

As noted previously, all three of the identified alternatives will cross the railroad along 9th Avenue W/SR 12 on the west Town of Havana town limits. Railroad crossings are understandably a major safety concern for all user types, as trains travel at high speeds with limited ability to stop at short notice if a car or trail user were to appear along the tracks. Despite these safety concerns, many trails throughout the country with railroad crossings have had success in implementing creative design features, signage, rail-accommodating trail surfaces, warning signals, and crossing gates to address these concerns.



Railroad crossing on Willamette River Trail in Portland, Oregon

Currently, the angle of 9th Avenue and its intersection with the railroad tracks may cause sight distance issues if the trail is located on the north side. As this project move into subsequent phases, the railroad crossing should be further evaluated to ensure that safety features are incorporated into design and construction. Examples of trail and railroad crossings are shown throughout this section.



Railroad crossing in Chattanooga, Tennessee

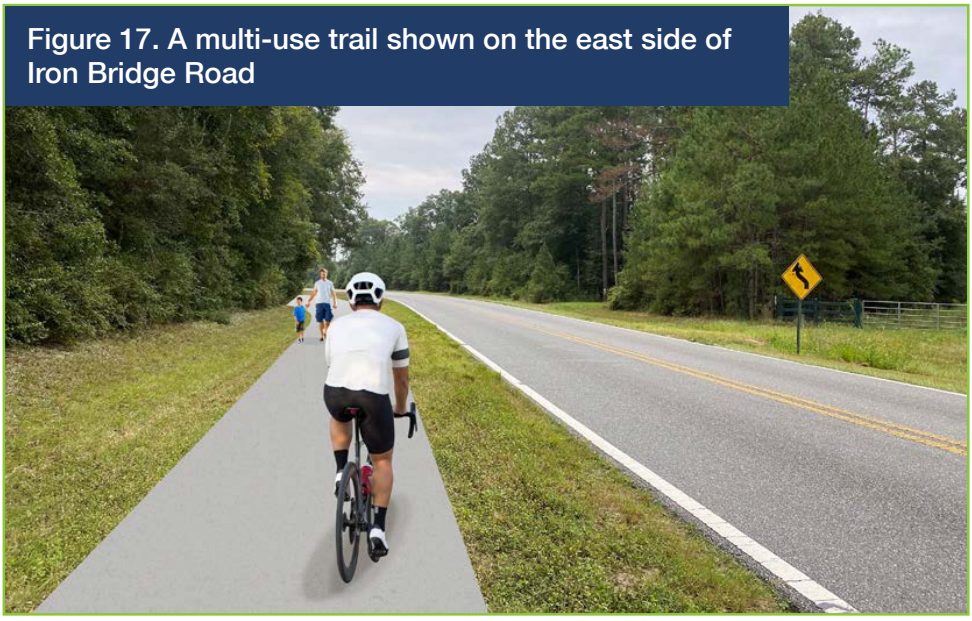
PRELIMINARY RENDERINGS

For the purposes of this study, some preliminary renderings were created to show how the trail might look at common locations between the different alternatives. While not to scale, these conceptual renderings show the features envisioned for a multi-use trail along Iron Bridge Road, and where sharrows within Havana town limits will likely be located and how they may appear. If this project moves forward to subsequent phases, more accurate depictions of trail location, width, and other specifications will be developed. **Figures 16 and 17** show these preliminary renderings.

Figure 16. Sharrows along 9th Avenue E

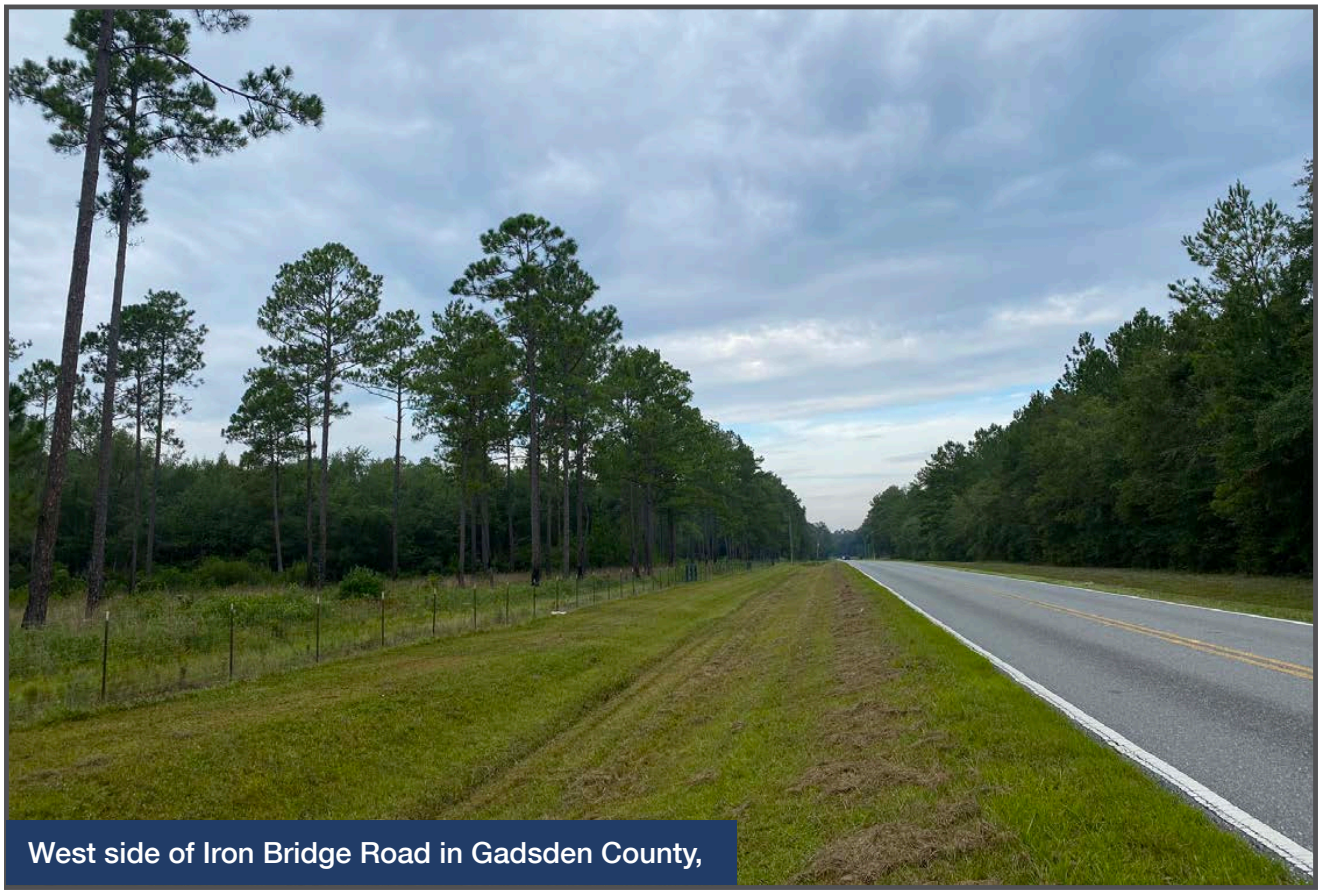


Figure 17. A multi-use trail shown on the east side of Iron Bridge Road



CONCLUSION

The Tallahassee to Havana Trail Feasibility Study was conducted to complete an existing conditions assessment, coordinate with local stakeholders, and identify potential route alternatives to connect Leon County and Gadsden County If this project moves forward to subsequent phases, public engagement will be conducted to allow citizens the opportunity to comment on the routes and provide feedback. Following any engagement phase, this project could potentially move into environmental or design phases. At this time, there is no additional funding or next steps associated with this project. However, due to the ability of the Tallahassee to Havana Trail to contribute positively to both local and regional multimodal connectivity, and its high support from the limited stakeholders contacted as part of this study, it is anticipated that this project will be further explored in the future as interest grows and funds become available. The Tallahassee to Havana Trail can provide numerous opportunities to both local communities and regional trail users for safe connections.



West side of Iron Bridge Road in Gadsden County,

Leon County
Board of County Commissioners

Notes for Agenda Item #14

Leon County Board of County Commissioners

Agenda Item #14

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: First Amendment to Interlocal Agreement with the State of Florida Department of Transportation for Services Related to the Stormwater Element of National Pollutant Discharge Elimination System Program Requirements

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Brent Pell, Director, Public Works Charles Wu, Director, Engineering Services
Lead Staff/ Project Team:	Anna Padilla, Stormwater Management Coordinator Wayne Toothman, NPDES Coordinator

Statement of Issue:

This item seeks Board approval of an amendment extending the term of the Interlocal Agreement between the State of Florida Department of Transportation (FDOT) and Leon County. The Interlocal Agreement outlines services provided by the County related to the Stormwater Element requirements of the County and FDOT joint National Pollutant Discharge Elimination System (NPDES) Program Requirements.

Fiscal Impact:

This item has a fiscal impact. Pursuant to the Interlocal Agreement, FDOT will reimburse Leon County $36,000 each calendar year for FDOT's portion of the program activities required by the joint NPDES Permit. The NPDES Permit compliance activities and programs are funded through various County operating budgets including Public Works, Development Support and Environmental Management, Solid Waste, and GIS.

Staff Recommendation:

Option #1: Approve the First Amendment to the Interlocal Agreement between the State of Florida Department of Transportation and Leon County for Services Related to the Stormwater Element of NPDES Program Requirements (Attachment #1), and authorize the County Administrator to execute the First Amendment, and to approve and execute future amendments, subject to review by the County Attorney.

Report and Discussion

Background:

This item seeks Board approval of the First Amendment to Interlocal Agreement between the State of Florida Department of Transportation (FDOT) and Leon County for Services Related to the Stormwater Element of National Pollutant Discharge Elimination System (NPDES) Program Requirements ("First Amendment") extending the agreement up to two additional years (Attachment #1). The programs implemented through the County's NPDES program ensure compliance with State and Federal requirements, and the protection of local waterbodies. The Interlocal Agreement between Leon County and State of Florida Department of Transportation for Service Related to the Stormwater Element of NPDES Program Requirements ("Interlocal Agreement") expires December 31, 2023 (Attachment #2).

The First Amendment to the Interlocal Agreement advances the following FY2022-FY2026 Strategic Initiative:

- *Ensure County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority: to protect the quality and supply of our water. (2022-16)*

This particular Strategic Initiative aligns with the Board's Environment Strategic Priorities:

- *(EN1) Protect the quality and supply of our water.*
- *(EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.*

The Federal Water Quality Act of 1987 required the United States Environmental Protection Agency (EPA) to develop regulations to address stormwater discharges to Waters of the United States. These regulations are implemented through the NPDES program, which allows a facility or governmental organization to discharge a pollutant into a receiving water under certain conditions. The EPA has delegated authority to the Florida Department of Environmental Protection (FDEP) to perform the permitting, administrative, and enforcement aspects of the NPDES program. The program regulates three types of potential point source (e.g., pipe, ditch) pollution with a specific permit for each activity type including industrial activities, construction activities, and municipal separate storm sewer systems (MS4s).

An MS4 is a publicly owned conveyance, or system of conveyances, used to collect and transport stormwater into local waterbodies. Leon County's MS4 includes stormwater treatment and attenuation facilities, pipes and ditches, curbs and gutters, and storm drains associated with County-maintained roadways and other public infrastructure. NPDES Permits contain requirements and steps permittees must take to maintain their MS4, eliminate unpermitted pollution, and ensure the protection of our waterbodies and natural resources.

In order to reduce costs associated with NPDES compliance, Leon County and FDOT are NPDES co-permittees, and share the costs associated with the NPDES program requirements. The Permit

requires implementation of a Stormwater Management Program (SWMP) that "shall include pollution prevention measures, treatment or removal techniques, stormwater monitoring, use of legal authority, and other appropriate means to control the quality of stormwater discharged" from the MS4. In Leon County, the SWMP includes water quality monitoring, geographic information systems (GIS) mapping, sediment and erosion control measures, stormwater system maintenance, stormwater inspector training, hazardous waste control, illicit discharge management and control, high-risk facility investigation, environmental permitting and regulations, code enforcement, public outreach and education, and more.

The NPDES Permit is a multiyear permit issued by FDEP, with required annual recertification and reapplication by the organization prior to expiration to demonstrate the permit requirements continue to be met. Each permit cycle has a term of five (5) years. The current joint Leon County and FDOT NPDES Permit became effective July 13, 2017 and will remain in effect until FDEP issues a new permit, which is still in development by FDEP. Leon County and FDOT mutually desire to remain co-permittees and have reapplied for a joint NPDES Permit. In order for the County to continue to be reimbursed by FDOT for the services provided while the County and FDOT continue to operate under the current Permit, this item requests approval to extend the Interlocal Agreement prior to expiration on December 31, 2023.

Analysis:

The First Amendment extends the Interlocal Agreement up to two additional years beyond the current expiration date of December 31, 2023 through automatic one (1) year renewals. This extension will allow the County to continue to realize the cost-savings associated with NPDES Permit compliance. Pursuant to the Interlocal Agreement, FDOT will reimburse Leon County $36,000 each calendar year for FDOT's portion of the program activities required by the joint NPDES Permit. This contract amount covers services to meet several permit requirements, which are provided by County staff or through County contracts.

Numerous programs implemented by Leon County departments, as well as with support from the City, are necessary to accomplish the goals and requirements of the NPDES Permit. The Leon County Water Quality Monitoring Program monitors the health of County waterbodies through quarterly water quality sampling at 70 stations on waterbodies around the County. More information on the Program is included in a separate item on the Board's December agenda. The County's Stormwater Program performs the necessary inspection of the stormwater infrastructure and Tallahassee-Leon County GIS keeps an updated inventory of the system. Permitting and code enforcement protect the environment from the impacts of new development, and Resource Stewardship ensures proper disposal of solid waste and hazardous materials. The everyday citizen interaction, as well as the targeted outreach campaigns, educate the community on the protection of our waterbodies. In addition, the City of Tallahassee provides services for illicit discharge detection, inspection of high-risk facilities, and street sweeping though separate interlocal agreements with Leon County. Through the Interlocal Agreement with FDOT, the County is reimbursed for a portion of the cost of these programs and services.

This First Amendment will continue reimbursement for the County services until the new NPDES Permit is issued, at which time the Interlocal Agreement will expire. The new Permit is expected to have additional requirements, and may require additional programs and services to meet the requirements. Once the new Permit is finalized by FDEP, the County and FDOT will evaluate the costs associated with the necessary services, and develop a new Interlocal Agreement reflective of the work necessary to accomplish the goals of the new Permit, which will be brought to the Board for approval.

The proposed First Amendment allows FDOT to continue to reimburse Leon County $36,000 each year for FDOT's portion of the programs and services necessary to meet the requirements of the joint Leon County and FDOT NPDES Permit. Leon County will continue to implement these programs and activities to ensure consistency between both co-permittees in implementing the NPDES Permit requirements.

This item recommends Board approval of the First Amendment to the Interlocal Agreement between the State of Florida Department of Transportation and Leon County for services related to the Stormwater Element of NPDES Program Requirements.

Options:

1. Approve the First Amendment to the Interlocal Agreement between the State of Florida Department of Transportation and Leon County for Services Related to the Stormwater Element of NPDES Program Requirements (Attachment #1), and authorize the County Administrator to execute the First Amendment, and to approve and execute future amendments, subject to review by the County Attorney.
2. Do not approve the First Amendment to the Interlocal Agreement between the State of Florida Department of Transportation and Leon County for Services Related to the Stormwater Element of NPDES Program Requirements.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. First Amendment to Interlocal Agreement for Services Related to the Stormwater Element of NPDES Program Requirements.
2. Interlocal Agreement for Service Related to the Stormwater Element of NPDES Program Requirements

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND LEON COUNTY, FLORIDA FOR SERVICES RELATED TO THE STORMWATER ELEMENT OF NPDES PROGRAM REQUIREMENTS

This AMENDMENT is between the State of Florida, Department of Transportation, with offices at 1074 Highway 90, Chipley, Florida 32428 ("DEPARTMENT") and Leon County, Florida, a charter county and political subdivision of the State of Florida, with offices at 301 S. Monroe Street, Tallahassee, Florida 32301 ("COUNTY"). The DEPARTMENT and the COUNTY are sometimes referred to in this amendment as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on April 11, 2018, the Parties entered into an Interlocal Agreement (attached hereto and collectively called the AGREEMENT) for the DEPARTMENT and the COUNTY to effectively manage stormwater runoff and to meet National Pollutant Discharge Elimination System ("NPDES") permit requirements; and

WHEREAS, pursuant to Exhibit B of the AGREEMENT, the DEPARTMENT agreed to provide funding in the amount of Thirty-Six Thousand Dollars and 00/100 ($36,000.00) per year and the COUNTY agreed to provide to the DEPARTMENT applicable data, reports, records, or other documents for the NPDES Permit's required Long Term Water Quality Monitoring Program and Stormwater Outfall Monitoring Program; and

WHEREAS, pursuant to Paragraph 3 of the AGREEMENT, the Initial Term began on the Effective Date of the AGREEMENT and remained in full force and effect until December 31, 2022, and the AGREEMENT thereafter automatically renewed with the same terms and conditions for a period of one (1) year unless the Department gave notice of non-renewal in writing; and

WHEREAS, On December 21, 2022, the DEPARTMENT renewed the AGREEMENT until and including December 31, 2023; and

WHEREAS, the Parties mutually desire to amend Paragraph 3 of the AGREEMENT to modify the number of extensions allowable under the AGREEMENT.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AMENDMENT, the Parties hereby agree as follows:

1. The recitals set forth above are true and correct and are made a part of this AMENDMENT.

2. Paragraph 3(B) of the AGREEMENT is hereby amended by the following additions (indicated by underlining) and deletions (indicated by strikethroughs):

> B. This Agreement shall automatically renew on the same terms and conditions as set forth in this Agreement for no more than three (3) additional periods of one (1) year each, unless the Department shall give notice of nonrenewal in writing more than thirty (30) days before the expiration date of the Initial Term or current renewal period, as applicable.

3. Paragraph 3(C) of the AGREEMENT is hereby amended by the following additions (indicated by underlining) and deletions (indicated by strikethroughs):

> C. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. This Agreement shall automatically terminate upon the expiration of the NPDES Permit.

4. Other than the funding set forth in Exhibit B to the AGREEMENT, no additional funding for this AMENDMENT or AGREEMENT will be provided by the DEPARTMENT.

5. Terms not defined herein shall have the meaning ascribed to same in the AGREEMENT.

6. Except for the changes contained in this AMENDMENT, the terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT on the dates exhibited by the signatures below:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

_____
By: Phillip Gainer, P.E.
Title: FDOT District 3 Secretary

Date: _____

Attest: _____

LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

_____
By: Vincent S. Long
Title: County Administrator

Date: _____

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

_____

Legal Review:

Approved as to Legal Sufficiency:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

Office of the General Counsel

Kyle L. Kemper
Sr. Assistant County Attorney

INTERLOCAL AGREEMENT
BETWEEN
LEON COUNTY
AND
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FOR SERVICES RELATED TO
THE STORMWATER ELEMENT OF NPDES PROGRAM REQUIREMENTS

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 4 day of April, 2018 by and between LEON COUNTY, a charter county and political subdivision of the State of Florida (hereinafter called the COUNTY); and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (hereinafter called the DEPARTMENT).

- Recitals –

A. The Department and the County have a National Pollutant Discharge Elimination System ("NPDES") Municipal Separate Storm Sewer System Phase I Permit # FLS000033-04 which includes a Monitoring Plan ("Permit"), which is hereby incorporated in and made part of this Agreement by reference.

B. The Permit requires the Department to perform certain inventory, inspection and monitoring functions.

C. The County agrees to provide services to the Department as required by the Permit and the Monitoring Plan; and

D. Florida Statute 334.044(15) and Florida Administrative Code 14-86 authorize the Department to permit drainage connections to its rights of way ("ROW"). Per 334.044, the Department defers water quality assessment to "a water management district, the Department of Environmental Protection, a surface water permit issued by a delegated local government, or a permit issued pursuant to an approved Stormwater Management Plan or Master Drainage Plan...."

E. The County has developed the capability to perform some of the required tasks specified in the Permit.

F. The County and the Department have approved the concept of intergovernmental cooperation to effectively manage stormwater runoff and to meet Permit requirements, and as provided in the provisions of the Florida Interlocal Cooperation Act of 1969 (§163.01, Florida Statutes).

G. The County and the Department have agreed upon the fees to be paid by the Department for services provided by the County.

H. Sections 376.021, 376.30, and 403.021, Florida Statutes, provide that the preservation of surface and groundwaters is a matter of the highest urgency and priority, as these waters provide the primary source for potable water in the state

Posted December 4, 2023

I. The Department is authorized to enter into this Agreement pursuant to §334.044(7), Florida Statutes, and other applicable law.

J. The County's undersigned representative is vested with the authority to execute this Agreement on behalf of County by virtue of the County's Resolution, a copy of which is attached hereto as Exhibit "A".

FOR AND IN CONSIDERATION of the mutual covenants, obligations, and benefits set forth herein and other good and valuable consideration, the COUNTY and the DEPARTMENT agree as follows:

1. RECITALS AND EXHIBITS

The recitals set forth above and attached exhibits are incorporated in and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of the Agreement shall be the date upon which a fully executed copy in recordable form has been filed with the Clerk of the Circuit Court for Leon County ("Effective Date"). Either party to this Agreement may record it, and no invoice shall be paid until proof of recordation has been furnished to the Department.

A. This Agreement shall begin on the Effective Date and shall remain in full force and effect until December 31, 2022 ("Initial Term").

B. This Agreement shall automatically renew on the same terms and conditions as set forth in this Agreement for a period of one year, unless the Department shall give notice of nonrenewal in writing more than 30 days before the expiration date of the Initial Term.

C. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination.

4. E-VERIFY

The County shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the County during the term of the Agreement. The County shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

5. SERVICES

A. The County agrees to provide the Department with applicable data, reports, records, or other documents for the Permit's required Long Term Water Quality Monitoring Program and Stormwater Outfall Monitoring Program.

B. The Department agrees to pay the County $36,000.00 per year to compensate the County for water quality collection and analysis services provided during the term of the Permit, all as set forth in Exhibit B to the Agreement.

C. The County shall perform this Agreement, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, manuals, procedures, processes, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

D. The County shall be responsible for performing or administering contracts to perform all services under this Agreement. The services shall include all costs, overhead, paper and electronic documents, copies, supervision, labor, materials, supplies, equipment and transportation required to fulfill the terms and conditions of this Agreement.

6. TOTAL MAXIMUM DAILY LOAD

Nothing in this Agreement shall establish any responsibility by either party as a source of any impairment or pollution.

A. The County shall invoice the Department annually for services that were performed prior to the invoice date except for services previously invoiced, for the services and at the compensation set forth in Exhibit B.

B. Expenditure of funds by the Department shall be made in accordance with the terms and provisions of this Agreement. The Department shall not reimburse the County for any expenditure made for items not in the approved budget unless prior written approval is obtained from the Department. The County shall invoice the Department by submitting a "Request for Funding Form" to the Department's NPDES Program Coordinator for payment as described in this Agreement. The County shall include all additional backup documentation to support the invoice. The Department shall review all invoices and determine if the invoice is in compliance with this Agreement. Payments shall be made by the Department within twenty (20) business days of receipt of a County invoice in compliance with this Agreement.

8. INDEMNIFICATION

To the extent provided by law, County shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by County, its agents, or employees, during the performance of the Lease, except that neither County, its officers, agents, nor employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Lease.

9. SOVEREIGN IMMUNITY

Nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent to be sued by third parties in any manner arising out of any contract.

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Attention: District Roadway Engineer
Florida Department of Transportation
P. O. Box 607
Chipley, FL 32428

County: Attention: Stormwater Management Coordinator
Leon County Department of Public Works
2280 Miccosukee Road
Tallahassee, FL 32308

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

12. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The County and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

13. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing from the same.

14. ASSIGNMENT

The parties shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the other party. Nothing

herein shall prevent the County from delegating its duties hereunder, but such delegation shall not release the County from its obligation to perform the Agreement.

15. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for in the Agreement.

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

17. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties with respect to the subject matter herein, and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous interlocal agreements, joint participation agreements, conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement and any part hereof are waived, merged herein and superseded hereby. If there is any conflict between this Agreement and any prior interlocal agreement, joint participation agreement, or supplemental agreement, this Agreement shall supersede.

18. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement, and shall do all other acts to effectuate the Agreement.

19. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

20. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

21. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

24. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

25. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

26. PUBLIC RECORDS

The Parties understand and agree that all documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

IF YOU HAVE ANY QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THERESA HEIKER, P.E. AT 850-606-1500, HEIKERT@LEONCOUNTYFL.GOV, OR LEON COUNTY PUBLIC WORKS, 2280 MICCOSUKEE ROAD, TALLAHASSEE, FL 32308.

27. EFFECT OF AGREEMENT

The parties shall offer this Agreement as evidence in any and all proceedings concerning any subject matter of this Agreement, and, if acceptable to the Court, will cause a copy of the Agreement to be incorporated by reference in the judgment rendered. Notwithstanding incorporation in the judgment, this Agreement shall not be merged in it, but shall survive the judgment and be binding on the parties for all time.

28. ANNUAL APPROPRIATION

A. The Department shall authorize services based upon priority and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

B. The Department's obligation to pay is contingent upon the annual appropriation by the Florida Legislature. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6) (a), Fla. Stat., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

C. The County agrees that in the event the funds are not appropriated to the Department then this Agreement may be terminated. Department shall notify the County in writing within thirty days of the date Department is notified by the Legislature the funds shall not be appropriated. Upon notification by Department that funds are not appropriated and this Agreement is terminated the County shall no longer be obligated to provide services not yet rendered. Nothing in this termination clause shall exempt the County from continuing to provide services already paid for by the Department.

29. RECORDKEEPING

The County shall obtain written approval from the Department prior to the destruction of any documents related to this Agreement throughout the term of this Agreement and for a minimum of three (3) years after the Department submits final payment to the County for services, the County shall maintain all such records and documents including but not limited to records of costs incurred by the County, general accounting and all other supporting documents. Copies of these documents shall be furnished to Department upon request. The County shall provide the Department any and all reports, technical documents, and compliance documents related to this Agreement Upon expiration of the three years and written request by the County, the Department's NPDES Administrator may approve in writing the destruction of documents.

30. INSPECTOR GENERAL

The County agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

INTENDING TO BE BOUND, the parties have executed this Agreement by their duly authorized representatives

State of Florida Department of Transportation

By: _____

Printed Name: Phillip Gainer, P.E.

Title: District Three Secretary

Date: 4-11-18

Attest:

By: _____

Printed Name: Barbara Strickland

Title: Executive Secretary

Date: 4-11-18

Legal Review:

_____

Office of the General Counsel

Leon County ~~Board of County Commissioners~~

By: _____

Vincent S. Long
County Administrator

Date: 3.28.18

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

By: _____

Printed Name: Gwendolyn Marshall

Date: 3-30-18

Approved as to Form:
Leon County Attorney's Office

By: _____

Herbert W. A. Thiele, Esq.
County Attorney

Date: 3/26/18

EXHIBIT "A" TO INTERLOCAL AGREEMENT BETWEEN LEON COUNTY AND STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR SERVICES RELATED TO THE STORMWATER ELEMENT OF NPDES PROGRAM REQUIREMENTS

Resolution of Board of County Commissioners

RESOLUTION: 18-05

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT BETWEEN LEON COUNTY AND STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR SERVICES RELATED TO THE STORMWATER ELEMENT OF NPDES PROGRAM REQUIREMENTS

WHEREAS, The State of Florida, Department of Transportation (the "DEPARTMENT") and Leon County, Florida, a charter county and political subdivision of the State of Florida (the "COUNTY") are desirous of having the DEPARTMENT participate in activities associated with the joint National Pollutant Discharge Elimination System (NPDES) permit, the details of which are described in the Interlocal Agreement between the DEPARTMENT and the COUNTY as presented to the Board of County Commissioners of Leon County, Florida at its regular meeting on February 27, 2017 (the "Interlocal Agreement"; and

WHEREAS, the joint NPDES permit activities (the "PROJECT") will be conducted in Leon County, and the DEPARTMENT is prepared to contribute funds in an amount of $36,000 per year toward the PROJECT; and

WHEREAS, completion of the PROJECT is in the interest of the DEPARTMENT and the COUNTY, as the PROJECT will substantially protect the water quality of surface and ground waters within Leon County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 27th day of February, 2018, that the Board hereby approves the Interlocal Agreement and hereby authorizes the Chairman to execute the Interlocal Agreement in a form approved by the County Attorney.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida this 27th day of February, 2018.

LEON COUNTY, FLORIDA

By: _____
Nick Maddox, Chairman
Board of County Commissioners

ATTEST:

Gwendolyn Marshall, Clerk of Court and
Comptroller, Leon County, Florida

By: _____

APPROVED AS TO FORM:

Office of the County Attorney
Leon County, Florida

By: _____
Herbert W. A. Thiele
County Attorney

EXHIBIT "B" TO INTERLOCAL AGREEMENT BETWEEN LEON COUNTY AND STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR SERVICES RELATED TO THE STORMWATER ELEMENT OF NPDES PROGRAM REQUIREMENTS

County shall perform the services required under the following Parts of the Permit:

1. Table II.A.1.a. During the course of its monitoring activities, County shall inspect the stormwater outfalls it is monitoring pursuant to the monitoring plan submitted to FDEP to determine if the outfalls are operating properly.

2. Part III.7.c . (other than activities which do not apply to FDOT District Three)

3. Part III.8.a. (other than activities which do not apply to FDOT District Three)

4. Part V

5. Part VIII.B.1.

6. Part VIII.B.2.

7. Part VIII.B.3

8. Part VIII.B.4.

The Department agrees to pay the County the amount of $36,000.00 per year to compensate the County for the foregoing services to be invoiced as set forth in the Agreement.

The Department will provide the County with a list of locations for which the Department requests inspections. All inspections shall be conducted at locations within the Department's right of way. When performing services pursuant to this Agreement, the County will stay within the boundaries of the Department's right of way. If illicit discharges are encountered, the sole requirement under this Agreement is for the County's inspector to notify both the Department and an agency with enforcement powers under then current law.

Leon County
Board of County Commissioners

Notes for Agenda Item #15

Leon County Board of County Commissioners

Agenda Item #15

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: FY 2024 Insurance Coverages and Bid Award for Third-Party Workers' Compensation Administrative Services

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Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship Roshaunda Bradley, Budget Director
Lead Staff/ Project Team:	Melanie Hooley, Purchasing Director Shelley Cason, Risk Manager

Statement of Issue:

This item seeks Board approval for the placement of necessary insurance coverages for the 2024 calendar year and the award of a contract for the third-party workers' compensation administrative services to Commercial Risk Management.

Fiscal Impact:

This item has a fiscal impact. The overall cost of the recommended insurance premiums (exclusive of health) for 2024 will be $2,805,892. This is a $388,663 (16%) increase over the 2023 expiring coverage. This increase was 6% higher than the anticipated increase. To pay for the increase in premiums, an additional $146,440 is necessary for appropriation from the County Risk Reserves. (Attachment #2).

Staff Recommendation:

Provided on the following page.

Staff Recommendation:

Option #1: Approve the FY 2024 insurance coverages and authorize the County Administrator to place insurance coverages for Property and Excess Workers' Compensation, and General Liability as specified in Renewal Option 1 (Attachment #1, page 1):

- Property and Flood Insurance: Zurich American Insurance Company, $1,077,156 with no flood insurance; and Wright National Flood Insurance Company, $2,914 for Woodville Community Center and Branch Library, which has a small portion of the parcel within a FEMA mapped flood zone.
- Inland and Marine Insurance: XL Specialty Insurance Company, $105,133.
- General Liability (including Public Official, Employment Practices Liability, Excess Liability, Auto and Medical Malpractice): The Phoenix Insurance Company, $909,709, and Lloyds of London, $10,526.
- Excess Workers' Compensation: Florida Municipal Insurance Trust: $345,102.
- Cyber Security Insurance: Chubb, ACE American Insurance Company, $60,923.
- As the broker of record, authorize Brown & Brown to place Pollution, Accidental Death & Dismemberment, Aviation, Crime and Drone liability coverages, $180,078.

Option #2: Approve the Resolution and associated Budget Amendment (Attachment #2).

Option #3: Approve the award to Commercial Risk Management, Inc. for the provision of third-party workers' compensation administrative services, for a 3-year term with an annual premium of $89,850, and authorize the County Administrator to execute the Agreement (Attachment #6), and any amendments thereto, subject to legal review by the County Attorney.

Report and Discussion

Background:

This item seeks Board approval for FY 2024 insurance coverages (exclusive of health) for Property, General Liability and Excess Workers' Compensation (Attachment #1, page 1). The item also seeks Board approval to award a contract for the third-party workers' compensation administrative services to Commercial Risk Management.

Leon County annually purchases insurance to protect the County's fixed assets (i.e., buildings and equipment) in the event of natural or manmade disasters. The County is dedicated to the overall safety of its employees and requires extensive workplace safety training, unfortunately it is inevitable that employees are still sometimes injured while working, and require medical treatment. The County is self-insured for workers' compensation claims up to $500,000. To alleviate costs above this threshold, the County purchases excess workers' compensation insurance. Also, given the diverse nature of County operations, other specific insurances are purchased for areas such as aviation, medical malpractice, and pollution.

As detailed in the analysis, the total cost for FY 2024 insurance is $2.81 million, or an increase of $388,663 (16%). Annually, based on historic trends and market conditions, the County's insurance costs increased approximately 10-12% per year. For FY 2024, most of the additional increase is associated with the County's property and liability insurances. The property increase continues to be a direct result of the overall insurance market adjustments related to the most recent hurricanes. Similarly, according to the County's broker, the increase in liability coverage is driven by current market conditions, increased exposure from County growth and historical loss impact from previous years. Most of the remaining County's insurances have increased moderately as projected.

To obtain insurance, an RFP (Request for Proposal) was advertised in February 2021 for Insurance Broker Services, and a new broker services agreement (Agreement) was established with Brown & Brown of Florida, Inc. (Brown & Brown) as of October 1, 2021, in the amount of $24,500 annually. The Agreement established a broker services agreement to place coverage for the three years (with two one-year renewal options at the County's sole discretion). The County is currently in the third year of the initial term of the Agreement.

The County's current insurance coverages expire December 15, 2023. As part of the renewal process, it is acknowledged that the County's existing insurers (Zurich, Travelers, and the Florida Municipal Insurance Trust) are desirable and should be the minimum standard for any other bids that are considered. Brown & Brown sought quotes using the same deductibles and limits currently maintained by the County.

Prior to 2001, the County obtained its insurance coverages (exclusive of health insurance) through a competitive bid process. The result was that the County purchased each line of insurance independent of the other (i.e., property separate from general liability, separate from automobile etc.) Each purchase had a fee or commission associated with it and therefore the County paid

multiple fees or commissions. To avoid multiple commissions, the County procured a broker services agreement in 2016, and more recently in 2021, and under the Agreement, now pays one service fee to a single broker for obtaining the necessary insurance. The County benefits in using this approach by mitigating costs through the annual competitive procurement of insurances and validating that the current levels of insurance coverage are adequate in the changing insurance market.

Analysis:

The County purchases three main lines of insurance (property, general liability, and excess workers' compensation) and then a series of smaller coverages. Annually, Brown & Brown is required to obtain quotes from the County's current carriers for property and general liability (Zurich and Travelers, respectively) and at least two additional quotes (or proof of effort) for each line of coverage from A.M. Best "A+" XV rated carriers to ensure competitive pricing (Attachment #3).

The Office of Financial Stewardship, during the annual budget process, forecasts anticipated increases in insurance costs. Over the past four years, the cost of most commercial lines of insurance premiums have continued to increase. Insurance premiums are driven by numerous factors, such as: increased frequency and severity of natural catastrophes; economic inflation and claims histories for the entity requesting insurance. In general, the County's insurance costs have increased consistent with overall market conditions. This year, the current property insurance market has seen a higher-than-normal increase in premiums related to a market impacted by continuous major weather-related event in the southeastern United States and a market that continues to be affected by high inflation.

Normally, forecasting insurance premiums is based on recent year's insurance premiums increases, which have been trending upwards approximately 10-12% per year, and the County budgets accordingly. With the continuous rise in named weather-related events and other market factors, 2024 insurance premiums for property and liability increased above the 10% forecasted amount.

Workers' compensation costs increases are based on the total increase in the amount of the payroll for the insured employees. Although the County's claims have started to trend down, the cost of medical services have steadily increased over the past three years. A discussion of the distinct categories of insurance and changes in premiums follows.

Property Insurance:
With a string of insurance company departures leaving the south, the amount of increased named weather events in the southeast, especially Florida, caused a negative reaction in the property insurance market and resulted in a continuous rise in premiums and other changes in this line of coverage. This is an important line of coverage and provides insurance for the County's most expensive fixed assets, its buildings. To purchase "TIV" (total insurable value) insurance is extremely difficult, and often comes with reduced coverage on other perils. Also, having adequate insurance coverages assists the County when applying for FEMA reimbursement for building

damages. While FEMA will not reimburse costs paid from insurance claims, FEMA can deny project reimbursements if adequate insurance is not maintained on the County's property.

Brown & Brown approached multiple insurance providers to provide quotes for property insurance. Exclusive of named storm events which were capped at $100 million, last year's property insurance provided for full replacement coverage insurance which, according to Brown & Brown, is now considered almost non-existent in the property insurance market. Zurich, the County's current property insurance provider, provided an option this year continuing to offer full replacement coverage, with a reduction in named storm events to a $50 million aggregate. Zurich would not offer flood insurance with their quote.

Additional flood insurance could be purchased through another insurance carrier at a premium of $177,250. Due to the limited number of structures located in a floodplain (i.e., boat landing, playgrounds, bathrooms) that are valued within the current $100,000 deductible, Brown & Brown is not recommending purchasing the additional flood insurance to cover all County structures and staff concurs with this approach.

Several other insurance companies provided quotes but would not base the quote on the total insured value of property, and had much higher premiums and deductibles. Given the favorable pricing, terms and conditions offered by Zurich; the County's insurance broker recommends continued property insurance placement with Zurich. Zurich did offer alternatives with lower costs, but this was achieved by reducing the named storm event coverage below $50 million to $25 million or $10 million. Due to the high value and replacement costs of the County's large buildings (e.g., Courthouse, Library, Public Safety Complex), the cost savings provided for these reduced premiums are not worth the risk considering the damage that could occur with a named storm event.

Also, Brown & Brown recommends that the County maintain the one additional flood insurance policy for the Woodville Community Center and Branch Library, which has a small portion of the parcel within a FEMA mapped flood zone. This is a low-cost policy in the amount of $2,914 that was purchased last year and there is no increase in the related premium (Attachment #4).

Inland Marine:
Inland marine insurance provides a very broad coverage against loss such as theft, vandalism or damages to the County's combined tools and equipment inventory valued at $18.1 million. Brown & Brown approached multiple providers that resulted in limited options, some requiring "bundling" with other lines of coverage that resulted in substantial cost increases.

XL Specialty Insurance Company provides a very broad coverage against loss such as theft, vandalism or damages to the County's combined tools and equipment inventory valued at $18.1 million and scheduled property floater valued at $2.9 million for EDP (electronic data processing) and voter equipment. XL Specialty Insurance Company continues to be the best option for coverage on the County's combined tools and equipment inventory. There is a 17% increase in the premium this year due to additional coverage to the voting equipment while being transported to voting sites, and updating the Supervisors of Election and Emergency Medical Service inventory

schedules. The provider has provided one option, which leaves the current deductible at $15,000 and $5,000 for all other perils. Brown & Brown is recommending that Leon County continue with XL Specialty Insurance Company for their inland marine insurance.

General/Public Official Liability and Automobile:
General Liability and Automobile quotes were obtained from the incumbent carrier, Travelers. Multiple other carriers were approached, but they either declined to provide quotes or required "bundling" with other lines of coverage that resulted in substantial cost increases.

As noted last year during the insurance placement, general liability deductible limits were increased from zero to $25,000. For 2024, Travelers has provided only one option that maintains consistent in last year's deductibles. All deductibles are $25,000 except for Employee Benefits Liability which remains at $1,000. The auto liability deductible limits are consistent with last year's deductible, a tiered deductible: $1,000 on any auto under $100K and $5,000 on any vehicle over $100K. According to Brown & Brown, the increase in the cost for this line of coverage by $144,000 or 18.9% is driven mostly by automobile claims. While the automobile claims have steadily declined, the cost to settle the claims has increased.

Workers Compensation:
The County maintains a self-insured retention of $500,000 per claim for Workers' Compensation, and Excess insurance is triggered only when an individual claim exceeds this retention. Multiple other carriers were approached, and all declined to quote based on the current Florida Municipal Insurance Trust pricing, terms, and conditions. The quote from Florida Municipal Insurance Trust is $345,102 at the current self-insured retention, which reflects an 10% increase in the premium (Attachment #5). This increase is directly related to increased payroll and historical cost of injuries and future risk liabilities. Brown & Brown is recommending that the County continue with Florida Municipal Insurance Trust for the Excess Workers Compensation. Florida Municipal Insurance Trust does not have a maximum amount it will pay for each claim, which reduces the County's long-term liability risk for workers' compensation claims.

Cybersecurity:
With the passage of House Bill 7055, effective July 1, 2022, Section 282.3186, Florida Statutes, prohibits local government entities who experience ransomware incidents from paying ransoms or otherwise complying with ransom demands. Cybersecurity insurance coverage will pay for damages caused by extortion efforts including the costs of determining the extent of the network damage and correcting the problem. Cyber liability is an extremely difficult line of insurance to purchase for local governments, due to the increase in cyberattacks and the length of time it takes to fund and procure additional security measures in an ever-changing digital environment. Data breaches remain commonplace, even among the most secure network systems. Maintaining cyber security insurance is a highly recommended best practice.

Brown & Brown approached multiple insurance providers to provide quotes for cybersecurity insurance, but they either declined to quote or offered the County reduced coverage with higher premiums. ACE American Insurance, Chubb, is the best option of coverage.

Other insurance coverages
In addition to the large categories of coverage, the County is also insured for Pollution Liability, Accidental Death and Dismemberment, Crime (employee dishonesty), Aviation, Drone, and Medical Malpractice. As part of the Agreement, Brown & Brown provides the County the best pricing for these categories and obtains the necessary coverages for the County.

The increase in insurance premiums is above the amount forecasted in the FY 2024 budget. To pay for the increase an additional $146,440 is available in the Risk Management reserves. The Resolution and associated Budget Amendment to appropriate the funds from the Risk Management reserves is included as Attachment #2. These reserves are maintained to provide funding for insurance premiums and workers' compensation claims that exceed budgeted forecasts. The current unaudited balance in the Risk Reserve Fund is $1.6 million.

Table 1: Summary of County Insurance Premiums and Recommendations as Provided by the Broker of Service

Coverage Type	***2023 Coverage Cost***	***2024 Renewal Cost with no changes***	***$ Change (+/-)***	***Recommended 2024 Renewal Cost w/o Flood***	***$ Change (+/-)***
Property-No Flood Insurance	$916,458	$1,077,156	$160,698	$1,077,156	$160,698
Monoline Flood-DIC	$0	$175,250	$175,250		
NFIP Flood Coverage	$2,914	$2,914	$0	$2,914	$0
Inland Marine	$89,440	$105,133	$15,693	$105,133	$15,693
General Liability, Public Official & Auto	$765,245	$909,709	$144,464	$909,709	$144,464
Med/Malpractice	$9,739	$10,526	$787	$10,526	$787
Excess Workers' Comp	$313,717	$345,102	$31,385	$345,102	$31,385
Third Party Admin.	$64,500	$89,850	$25,350	$89,850	$25,350
Pollution	$64,240	$64,552	$312	$64,552	$312
AD&D	$3,375	$3,375	$0	$3,375	$0
AD&D – Law Enforcement	$19,507	$19,507	$0	$19,507	$0
Aviation	$77,241	$79,352	$2,111	$79,352	$2,111
Crime	$6,854	$6,854	$0	$6,854	$0
Cybersecurity	$53,440	$60,923	$7,483	$60,923	$7,483
Drone Liability	$6,059	$6,438	$379	$6,438	$379
Broker Fee	$24,500	$24,500	$0	$24,500	$0
Total	$2,417,228	**$2,981,141**	**$563,912**	**$2,805,891**	**$388,662**
% Change			**23%**		**16%**

Third Party Workers' Compensation Administrative Services

To assist with the administration of the Workers' Compensation Program, the County contracted with a third-party vendor to administer services related to injury claims (e.g., ensuring medical or physical therapy appointments for injured employees are scheduled and appointments kept, coordinating vendor and benefit payments, complying with federal and state workers' compensation laws and rules).

The Request for Proposals (RFP) for the provision of workers' compensation administrative services was advertised through the automated procurement system Opengov Procurement, and in the legal notices of the Tallahassee Democrat on October 5, 2023. A total of 7,224 vendors were notified through the automated procurement system. A total of 27 vendors requested the RFP package, which resulted in two responsive proposals being received by the County on November 7, 2023. The two responsive proposals were received from Preferred Governmental Claims, Inc. and Commercial Risk Management, Inc.

The Office of Economic Vitality's Minority, Women and Small Business Enterprise (MWSBE) Division reviewed the project and did not recommend aspirational goals due to the determination that there were limited subcontracting opportunities.

An Evaluation Committee (Committee) was established to review proposals and make a recommendation to the Board. The Committee members were:

- Shelley Cason, Risk Manager
- Roshaunda Bradley, Director, Office of Management and Budget
- Michelle Tipton, Senior Management and Budget Analyst

The Committee evaluated the submitted proposals via Opengov, the County's electronic procurement system. Table #2 reflects the ordinal ranking scores from the Committee:

Table #2: Vendor Scores by Ordinal Ranking

Vendor	Total
Commercial Risk Management Inc.	1.33
Preferred Government Claims, Inc.	1.67

The Committee ranked the Commercial Risk Management Inc. proposal as the best response to the RFP, and recommended awarding the third-party workers' compensation administrative services contract to Commercial Risk Management (Attachment #6).

Options:

1. Approve the FY 2024 insurance coverages and authorize the County Administrator to place insurance coverages for Property and Excess Workers' Compensation, and General Liability as specified in Renewal Option 1 (Attachment #1, page 1):
    - Property and Flood Insurance: Zurich American Insurance Company, $1,077,156 with no flood insurance; and Wright National Flood Insurance Company, $2,914 for Woodville Community Center and Branch Library, which has a small portion of the parcel within a FEMA mapped flood zone.
    - Inland and Marine Insurance: XL Specialty Insurance Company, $105,133.
    - General Liability (including Public Official, Employment Practices Liability, Excess Liability, Auto and Medical Malpractice): The Phoenix Insurance Company, $909,709 and Lloyds of London, $10,526.
    - Excess Workers' Compensation: Florida Municipal Insurance Trust, $345,102.
    - Cyber Security Insurance: Chubb, ACE American Insurance Company, $60,923.
    - As the broker of record, authorize Brown & Brown to place Pollution, Accidental Death & Dismemberment, Aviation, Crime and Drone liability coverages, $180,078.

2. Approve the Resolution and associated Budget Amendment (Attachment #2).

3. Approve the award to Commercial Risk Management, Inc. for the provision of third-party workers' compensation administrative services, for a 3-year term with an annual premium of $89,850, and authorize the County Administrator to execute the Agreement (Attachment #6), and any amendments thereto, subject to legal review by the County Attorney.

4. Do not authorize the County Administrator to place insurance coverages for Property and Excess Workers' Compensation and General Liability as specified in Renewal Option 1.

5. Board direction.

Recommendation:

Options #1, #2 and #3

Attachments:

1. Summary of options provided by Brown & Brown
2. Resolution and Budget Amendment
3. Quotation Market Summary
4. Quotation by Wright National Flood Insurance Company
5. Quotation Summary by Florida Municipal Insurance Trust
6. Draft Agreement for Third-Party Workers' Compensation Administrative Services

LEON COUNTY BOARD OF COUNTY COMISSIONERS 2023 - 2024 RENEWAL

RECOMMENDED OPTION RENEWAL PROPOSAL

Coverage Description	PROPOSED COVERAGES - 12/15/2023-2024						
	Carriers	Limits	Deductible / SIR	Expiring Premium 2022-2023	Renewal Premium 2023-2024	Premium Difference Exp vs Renewal	Premium Percentage Difference
Property Premium Includes Terrorism Premium - $7,928.00 & FIGA Surcharges of - $19,044.52	Zurich American Ins Co	**Property - $493,639,628 (Includes Extra Expense Values of $1,850,000)** **Named Storm Loss Limit - $50,000,000** **All Other Wind & Covered Perils - Covered Up to Policy Limits** **IM Scheduled Equipment - Not Covered** **Unscheduled Equipment - Not Covered** **Flood - Not Covered**	**Named Storm: Approx - 5% of the Scheduled Values Per Location with a Minimum of $100,000** **All Other Perils: Varies from $25,000 to $100,000 Per Occ.** **Depending on the the Property Value.**	$ 916,458.01	$ 1,077,155.52	$ 160,697.51	17.53%
NFIP Flood Coverage - 8000 Old Woodville Rd., Tallahassee, FL. 32305-1105	Wright Flood	Building Value - $1,194,820 Building Flood Limit - $250,000 Contents Value - $47,000 Contents Flood Limit - $47,000	Building Deductible - $25,000 Contents Deductible - $25,000	$ 2,914.00	$ 2,914.00	$ -	0.00%
Inland Marine - Includes Terrorism Premium of $1,023.00 & FIGA Surcharges of $1,757.39	XL Specialty Ins. Co	Scheduled Contractor's Equipment - $17,694,176 Unscheduled Tools & Equipment - $425,000 Unscheduled - Leased, Rented or Borrowed Equipment - $50,000 Scheduled Property Floater - EDP Equipment - & Voting Machines - $2,947,231.40	Contractor's Equipment - Flood - $25,000 ; All Other Covered Perils - $15,000 Voting Machines & Equip - Windstorm Ded. 5% with a Min. $25,000 ; All Other Covered Perils - $5,000	$ 89,439.72	$ 105,133.39	$ 15,693.67	17.55%
General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI *Includes coverage for Tactical Medical Program* *Including Terrorism* Automobile Liability & Auto Physical Damage Umbrella Includes FIGA Surcharges & FL Expense Constant of $7,317.00	The Phoenix Ins Co Travelers Insurance Companies	GL: $1,000,000/$3,000,000 Abuse & Molestation - $1,000,000/$2,000,000 Employee Benefits - $1,000,000/$3,000,000 Management Liability - $1,000,000/$3,000,000 EPLI - $1,000,000/$3,000,000 Auto: $1,000,000 Umb: $2,000,000	GL: $25,000 Abuse & Molestation: $25,000 EBL: $1,000 Public Entity Mgmt Liability: $25,000 Public Entity EPLI: $25,000 Auto Liability BI & PD: $25,000 PPT, Light & Medium Trucks & Trailers - Comp/Coll: $1,000 Heavy Trucks Comp/Co.: $5,000 Hired Auto Phys Damage: $1,000 Umb: $10k SIR	$ 765,245.00	$ 909,709.00	$ 144,464.00	18.88%
Med/Malpractice - Dr. Kim Landry	Lloyds of London/Beazley *CRC Insurance*	$1,000,000/ $3,000,000	$2,500	$ 9,738.76	$ 10,526.26	$ 787.50	8.09%
Excess Workers' Comp	Florida Municipal Ins Trust	$1,000,000	$500,000	$ 313,717.00	$ 345,102.00	$ 31,385.00	10.00%
Third Party Admin.	TPA			$ 64,500.00	$ 89,850.00	$ 25,350.00	39.30%
Pollution - Site / Tank (Terrorism Premium: Additional $3,228)	Illinois Union Ins Co *Chubb*	Site Pollution Limits - $5,000,000 Per Event / $7,000,000 Aggregate Tank Financial Responsibility Limit - $1,000,000/$2,000,000 3 Underground Tanks & 13 Above Ground Tanks Indoor Environmental Conditions - at 311 & 315 Calhoun St. Only Sublimit $2,000,000	Site Pollution - $10,000 Per Pollution Condition Tank Pollution - $10,000 Per Pollution Condition EXCEPT 2 AST Tanks Installed in 1986 at 301 S. Monroe St. - $50,000 Per Pollution Condition **1 UST T**ank installed in 1991 at the Detention Facility - $100,000 Per Pollution Condition	$ 64,240.00	$ 64,552.00	$ 312.00	0.49%
AD&D - Court Mandated Work Program (Rate: $1.75/Person) Based on 2,500 Participants	ACE American Ins Co *Chubb*	$250,000	$0	$ 3,375.00	$ 3,375.00	$ -	0.00%
AD&D - Law Enforcement ***2 Year Policy - Effective Until 12/15/2024*** ***Annual Installment s***	Hartford Life & Accident Ins Co	In the Line of Duty - $75,000 Fresh Pursuit Coverage - $75,000 Unlawful & Intentional Benefit - $225,000 24 Hour Acc Protection on Policyholder Aircraft - $375,000	$0	$ 19,507.00	$ 19,507.00	$ -	0.00%
Aircraft Liability & Hull Coverage *Additional Premium to Include War & Terrorism - $5,109.41* Premium Includes FIGA Surcharges of $1,326.44	Old Republic Ins. Co.	Aircraft Liability - $1,000,000; Medical Payments - $10,000 Hull Values - $3,400,000 Additional Equipment - $1,759,000 Hangarkeepers Liability - $1,000,000	Aircraft - In Motion: $0.00 ; Not in Motion: $0.00 Additional Equipment - In Motion: $1,000 ; Not In Motion: $1,000	$ 77,241.00	$ 79,352.00	$ 2,111.00	2.73%
Crime ***3-yr policy effective until 12/15/2024*** **Annual Installments**	Travelers Casualty & Surety Co	$1,000,000	$10,000	$ 6,854.00	$ 6,854.00	$ -	0.00%
Cyber Liability Premium Includes FIGA Surcharges of $1,018.39	ACE American Ins. Co. *Chubb*	[redacted]	[redacted]	$ 53,439.84	$ 60,923.39	$ 7,483.55	14.00%
Drone Liability & Equipment Coverage 4 Drones Additional Premium to Include War & Terrorism - $296.00 Premium Includes FIGA Surcharge of $105.00	Old Republic Aeropspace, Inc.	$1,000,000	**Physical Damage Deductible - 10% of the Insured Value**	$ 6,059.00	$ 6,438.00	$ 379.00	6.26%
Broker Fee	Brown & Brown			$ 24,500.00	$ 24,500.00	$ -	0.00%
			Total	$ 2,417,228.33	$ 2,805,891.56	$ 388,663.23	16.08%

LEON COUNTY BOARD OF COUNTY COMISSIONERS 2023 - 2024 RENEWAL

OPTION TWO RENEWAL PROPOSAL

Coverage Description	PROPOSED COVERAGES - 12/15/2023-2024						
	Carriers	Limits	Deductible / SIR	Expiring Premium 2022-2023	Renewal Premium 2023-2024	Premium Difference Exp vs Renewal	Premium Percentage Difference
Property Premium Includes Terrorism Premium - $7,928.00 & FIGA Surcharges of - $19,044.52	Zurich American Ins Co	**Property - $493,639,628 (Includes Extra Expense Values of $1,850,000)** **Named Storm Loss Limit - $50,000,000** **All Other Wind & Covered Perils - Covered Up to Policy Limits** **IM Scheduled Equipment - Not Covered** **Unscheduled Equipment - Not Covered** **Flood - Not Covered**	**Named Storm: Approx - 5% of the Scheduled Values Per Location with a Minimum of $100,000** **All Other Perils: Varies from $25,000 to $100,000 Per Occ. Depending on the the Property Value.**	*$ 916,458.01*	*$ 1,077,155.52*	*$ 160,697.51*	*17.53%*
Monoline Flood - DIC	**Landmark American Ins. Co.**	**$5,000,000 Policy Limit**	**$100,000 Per Occurrence for Non-High Hazard Flood Zones** **$500,000 Per Occurrence for High Hazard Flood Zones**	*Included in Property*	*$ 175,250.00 **	*$ 175,250.00*	*100%*
NFIP Flood Coverage - 8000 Old Woodville Rd., Tallahassee, FL. 32305-1105	Wright Flood	Building Value - $1,194,820 Building Flood Limit - $250,000 Contents Value - $47,000 Contents Flood Limit - $47,000	Building Deductible - $25,000 Contents Deductible - $25,000	*$ 2,914.00*	*$ 2,914.00*	$ -	*0.00%*
Inland Marine - Includes Terrorism Premium of $1,023.00 & FIGA Surcharges of $1,757.39	XL Specialty Ins. Co	Scheduled Contractor's Equipment - $17,694,176 Unscheduled Tools & Equipment - $425,000 Unscheduled - Leased, Rented or Borrowed Equipment - $50,000 Scheduled Property Floater - EDP Equipment - & Voting Machines - $2,947,231.40	Contractor's Equipment - Flood - $25,000 ; All Other Covered Perils - $15,000 Voting Machines & Equip - Windstorm Ded. 5% with a Min. $25,000 ; All Other Covered Perils - $5,000	*$ 89,439.72*	*$ 105,133.39*	*$ 15,693.67*	*17.55%*
General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI *Includes coverage for Tactical Medical Program* *Including Terrorism* Automobile Liability & Auto Physical Damage Umbrella Includes FIGA Surcharges & FL Expense Constant of $7,317.00	The Phoenix Ins Co Travelers Insurance Companies	GL: $1,000,000/$3,000,000 Abuse & Molestation - $1,000,000/$2,000,000 Employee Benefits - $1,000,000/$3,000,000 Management Liability - $1,000,000/$3,000,000 EPLI - $1,000,000/$3,000,000 Auto: $1,000,000 Umb: $2,000,000	GL: $25,000 Abuse & Molestation: $25,000 EBL: $1,000 Public Entity Mgmt Liability: $25,000 Public Entity EPLI: $25,000 Auto Liability BI & PD: $25,000 PPT, Light & Medium Trucks & Trailers - Comp/Coll: $1,000 Heavy Trucks Comp/Co.: $5,000 Hired Auto Phys Damage: $1,000 Umb: $10k SIR	*$ 765,245.00*	*$ 909,709.00*	*$ 144,464.00*	*18.88%*
Med/Malpractice - Dr. Kim Landry	Lloyds of London/Beazley *CRC Insurance*	$1,000,000/ $3,000,000	$2,500	*$ 9,738.76*	*$ 10,526.26*	*$ 787.50*	*8.09%*
Excess Workers' Comp	Florida Municipal Ins Trust	$1,000,000	$500,000	*$ 313,717.00*	*$ 345,102.00*	*$ 31,385.00*	*10.00%*
Third Party Admin.	TPA			*$ 64,500.00*	*$ 89,850.00*	*$ 25,350.00*	*39.30%*
Pollution - Site / Tank (Terrorism Premium: Additional $3,228)	Illinois Union Ins Co *Chubb*	Site Pollution Limits - $5,000,000 Per Event / $7,000,000 Aggregate Tank Financial Responsibility Limit - $1,000,000/$2,000,000 3 Underground Tanks & 13 Above Ground Tanks Indoor Environmental Conditions - at 311 & 315 Calhoun St. Only Sublimit $2,000,000	Site Pollution - $10,000 Per Pollution Condition Tank Pollution - $10,000 Per Pollution Condition EXCEPT 2 AST Tanks Installed in 1986 at 301 S. Monroe St. - $50,000 Per Pollution Condition **1 UST T**ank installed in 1991 at the Detention Facility - $100,000 Per Pollution Condition	*$ 64,240.00*	*$ 64,552.00*	*$ 312.00*	*0.49%*
AD&D - Court Mandated Work Program (Rate: $1.75/Person) Based on 2,500 Participants	ACE American Ins Co *Chubb*	$250,000	$0	*$ 3,375.00*	*$ 3,375.00*	$ -	*0.00%*
AD&D - Law Enforcement ***2 Year Policy - Effective Until 12/15/2024*** ***Annual Installment* s**	Hartford Life & Accident Ins Co	In the Line of Duty - $75,000 Fresh Pursuit Coverage - $75,000 Unlawful & Intentional Benefit - $225,000 24 Hour Acc Protection on Policyholder Aircraft - $375,000	$0	*$ 19,507.00*	*$ 19,507.00*	$ -	*0.00%*
Aircraft Liability & Hull Coverage *Additional Premium to Include War & Terrorism - $5,109.41* Premium Includes FIGA Surcharges of $1,326.44	Old Republic Ins. Co.	Aircraft Liability - $1,000,000; Medical Payments - $10,000 Hull Values - $3,400,000 Additional Equipment - $1,759,000 Hangarkeepers Liability - $1,000,000	Aircraft - In Motion: $0.00 ; Not in Motion: $0.00 Additional Equipment - In Motion: $1,000 ; Not In Motion: $1,000	*$ 77,241.00*	*$ 79,352.00*	*$ 2,111.00*	*2.73%*
Crime ***3-yr policy effective until 12/15/2024*** **Annual Installments**	Travelers Casualty & Surety Co	$1,000,000	$10,000	*$ 6,854.00*	*$ 6,854.00*	$ -	*0.00%*
Cyber Liability Premium Includes FIGA Surcharges of $1,018.39	ACE American Ins. Co. *Chubb*	[redacted]	[redacted]	*$ 53,439.84*	*$ 60,923.39*	*$ 7,483.55*	*14.00%*
Drone Liability & Equipment Coverage 4 Drones Additional Premium to Include War & Terrorism - $296.00 Premium Includes FIGA Surcharge of $105.00	Old Republic Aeropspace, Inc.	$1,000,000	**Physical Damage Deductible - 10% of the Insured Value**	*$ 6,059.00*	*$ 6,438.00*	*$ 379.00*	*6.26%*
Broker Fee	Brown & Brown			*$ 24,500.00*	*$ 24,500.00*	$ -	*0.00%*
			Total	*$ 2,417,228.33*	*$ 2,981,141.56*	*$ 563,913.23*	*23.33%*

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2023/2024; and,

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

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

Adopted this 12th day of December, 2023.

LEON COUNTY, FLORIDA

By:_____
Carolyn D. Cummings, Chair
Board of County Commissioners

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

By:_____

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

By:_____

FISCAL YEAR 2023/2024
BUDGET AMENDMENT REQUEST

No: BAB24012
Date: 11/29/2023

Agenda Item No:
Agenda Item Date: 12/12/2023

County Administrator
Vincent S. Long

Assistant County Administrator
Ken Morris

Request Detail

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
501	000	399900	000	Appropriated Fund Balance	130,184	146,440	276,624
				Subtotal:		146,440	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
501	821	54506	596	Property Insurance	1,011,300	146,440	1,157,740
				Subtotal:		146,440	

Purpose of Request

This budget amendment appropriates $146,440 in available Risk Management reserves to fully cover the increase in FY 2024 insurance coverage premiums. FY 2024 insurance premiums increased 16% over the 2023 expiring coverage.

Division/Department
1002/10

Roshaunda Bradley, Budget Director

Scott Ross, Director, Office of Financial Stewardship

Approved By: **Resolution** [X] **Motion** [ ] **Administrator** [ ]

Leon County Board of County Commissioners

MARKET SUMMARY

MARKET:	LINE OF COVERAGE:	RESPONSE:
Incumbent: Zurich American Ins. Co.	Property & Equipment Breakdown – Inland Marine & Flood Coverage Not Included	**Quoted** – $1,077,155.52 - Named Storm Loss Limit of $50MM
Incumbent: Wright Flood – NFIP	8000 Old Woodville Rd., Tallahassee, FL	**Policy Issued** - $2,914.00
Incumbent: XL Specialty Ins. Co.	Inland Marine – Equipment and EDP	**Quoted** - $105,133.39
Incumbent: Travelers Insurance	General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI; Including Coverage for Tactical Medical Program; Including Terrorism; Automobile Liability & Auto Physical Damage; Umbrella	**Quoted** – Total Premium $909,709.00 **General Liability -** $147,824.00 **Public Officials Management Liability -** $105,841.00 **Employment Practices Liability** - $81,300.00 **Automobile Liability & Physical Damage** - $511,076.00 **Umbrella/Excess Liability** – $56,759.00
Incumbent: Lloyd's London	Med/Malpractice - Dr. Kim Landry	**Quoted** – $10,526.26
Incumbent: Chubb Group	Pollution - Site / Tanks	**Quoted** –$64,552.00
Incumbent: Chubb Group	AD&D - Court Mandated Work Program	**Quoted** – $3,375.00
Incumbent: Hartford Insurance	AD&D - Law Enforcement - 2 year policy - Effective 12/15/2022 to 12/15/2024	**Annual Installment** - $19,507.00
Incumbent: Travelers	Crime Coverage - 3 year policy - Effective 12/15/2021 to 12/15/2024	**Annual Installment -** $6,854.00
Incumbent: Chubb Group	Cyber Liability	**Quoted** – $60,923.39 - [redacted]
Incumbent: Old Republic Aerospace, Inc.	Aircraft Hull & Liability / Drone Physical Damage & Liability	**Quoted** – Aircraft - $79,350.00 **Quoted** – Drones - $6,438.00
Preferred Governmental Insurance Trust (PGIT)	Property & IM, Casualty Lines, Excess WC	**Quoted - Property** - $3,219,995.00 – $100MM Policy Limit for Named Storm, Blanket Coverage, 5% NS Ded Per Occ – Min. $50,000 and $25,000 AOP Ded. Also Includes Coverage for IM Equipment, $100MM Boiler & Machinery, $5MM Flood Limit & $5MM Earth Movement Limit. **General Liability -** $208,384.00 **POL/EPLI – Declined** – Claims Made Form and Non-Concurrent Effective Date **Automobile Liability & Physical Damage** - $400,877.00 **Excess Work Comp** - $444,319.00 - $500,000 SIR **Umbrella/Excess Liability** – Not Available Under The Current Underwriting Guidelines
Bridge Specialty – Broker	Property Only	**Indicated –** Layered Property Option With an Estimated Annual Premium of $1,350,000 Plus Fees
Travelers National Property	Property & Inland Marine	**Indicated –** $25MM Total Loss Limit for all Covered Perils. Rates Indicated Were Estimated Between $.40 to $.50. Would Include a 7% Named Storm Ded. with a $250,000 Minimum.

Leon County Board of County Commissioners

MARKET SUMMARY

MARKET:	LINE OF COVERAGE:	RESPONSE:
Liberty Mutual.	Property & Inland Marine	**Declined –** No Longer a Market for Public Entities or Property Schedules in Florida
Chubb Group	Property & Inland Marine	**Declined –** Not a Market for 100% CAT Exposure in Florida
FM Global	Property & Inland Marine	**Declined Verbally–** Concentration of Risk and Minimum Premiums of Over $1MM
Swiss Re	Property & Inland Marine	**Indicated** Would Only Offer a 25% Quota Share of the Exposure
C.N.A.	Property & Inland Marine	**Declined –** CAT Exposure and Limited Appetite for Municipalities.
Safety National	All Casualty Lines SIR Program	**Indicated -** $3MM Limits -$300,000 SIR for All Lines Except Auto. - $500,000 SIR for Automobile. Premium Indication of $575,000 to $650,000
Midwest Insurance	All Casualty Lines (Same as Travelers)	**Declined –** Not Able to Compete with Current Program or Safety National Indication
Crum & Forster	Cyber Liability	**Quoted -** $44,836.00 - [redacted]
Travelers	Cyber Liability	**Declined** – MFA Not Fully Implemented by Effective Date
Navigators	Tank & Site Pollution (Environmental)	**Quoted -** $58,466.00 - $5M/$7M Limit – Deductibles Vary from $10,000 to $100,000
Coalition	Cyber Liability	**Declined** – Controls for MFA not Fully Implemented as of Effective Date

WRIGHT Flood

Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FL 99.023 1021.
7993173
10/19/23

2000 11523 FLD RGLR

Policy Number	Expiration Date	Date of Notice
09 1152127362 02	1/16/24 12:01 a.m. S.T.	10/19/23

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC - CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

RECEIVED
OCT 24 2023
Leon County
Risk Management

LEON COUNTY BOARD OFCOUNTY COMMISS
301 S MONROE ST STE 201
TALLAHASSEE FL 32301-1861

RENEWAL NOTICE

Your flood insurance policy is about to expire.
Confirm coverage selection and renew today.

Payor: Agent THIS IS NOT A BILL NFIP Policy Number 1152127362

Property Address:
8000 OLD WOODVILLE RD,
TALLAHASSEE, FL 32305-1105

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through the website: http://www.myfloodpayment.com or, if paying by check, see the instructions on the remittance coupon below.

If we receive your payment more than 30 days following the expiration date shown above you will be required to submit a new application for coverage, your coverage may be subject to a 30-day wait, you may become ineligible to receive some premium discounts, and it could prevent you from the ability to file a claim.

Please see your coverage options below. If you want to increase your coverage more than option B, please contact your agent.

Coverage Options	Coverages		Deductibles		
	Building	Contents	Building	Contents	Premium
A: CURRENT COVERAGE	$250,000	$47,000	$25,000	$25,000	$2,763.00
B: INCREASED COVERAGE	$275,000	$50,000	$25,000	$25,000	$2,865.00

*See reverse for important billing information

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.

WRIGHT Flood

Please **WRITE POLICY NUMBER ON CHECK**

Renewal Date: 1/16/24

And make payable to: **Wright National Flood Insurance Company**

Option A ☐ **$2,763.00**
Option B ☐ **$2,865.00**

Insured: LEON COUNTY BOARD OFCOUNTY COMMISSIONER
To be paid by: Agent

PO. Box 33070
St. Petersburg, FL 33733-8070

02000 11523 FLD* RGLR 091152127362 02 00276300 RE 0286500 9

070283609115212736223292O2 00003 02801

Insured

FL 99.023 1021.
7993173
10/19/23

09 1152127362 02 10/19/23

IMPORTANT MESSAGES

1. Flood Insurance is the most important thing you can do to protect against the devastating cost of flooding. You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year.

2. Using Certified Mail when sending premium payments has the advantage of limiting lapses in coverage as the certified mail date is used as the premium receipt date to ensure the earliest receipt date possible and also provides a method to track your payment from the post office to the remittance center by going to www.usps.com/shipping/trackandconfirm.htm.

3. If you have already submitted payment, please disregard this notice. If your mortgage lender pays your policy premium from an escrow account or if the mortgagee listed isn't correct, forward this bill to the financial institution. Please also have a change endorsement sent to update the policy.

4. You are encouraged to insure your property for at least 80% of the structure's replacement cost to ensure adequate coverage in the event of a loss. Contact your insurance agent for details.

5. Carefully review the renewal offer being provided for accuracy. The renewal offer will expire 30 days from the effective date shown on this form at 12:01 a.m. Price and terms associated with this renewal offer are subject to underwriting review and may not be available after expiration of this renewal offer. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the company shown on this renewal offer.

6. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.

7. Eligibility for all policy discounts are subject to rules and regulations set forth by the National Flood Insurance Program. For questions regarding your flood insurance policy rating, contact your agent.

8. Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately and do not necessitate a 30-day waiting period as long as payment is received on or before the expiration date of the policy.

070283609115212736223292O2 00003

Insured

FLORIDA MUNICIPAL INSURANCE TRUST

Florida Municipal Insurance Trust
First Installment Billing - 23/24 Fund Year

FMIT # 0675 **Invoice Date:** 11/1/2023

Invoice ID #: INV-39092-B6Z7 **Due Date:** 12/15/2023

Bank ACH: Capital City Bank
217 N. Monroe St.
Tallahassee, FL 32301

RTN#/ABA#: 063100688 ACCT#: 0032620701

Acct Type: Checking

Acct Name: Florida Municipal Insurance Trust

ATTN: Shelley Cason

Leon County By and Through Its Board of County Commissioners

301 South Monroe Street Suite 201

Tallahassee, FL 32301

Please make check payable to:

Florida Municipal Insurance Trust

P.O. Box 1757

Tallahassee, FL 32302-1757

Policy Summary

	General Liability	Cyber Liability	Auto Liability	Auto Physical Damage	Property	Workers' Comp.	Total
Gross Premium	$0	$0	$0	$0	$0	$345,102	$345,102
Total Net Premium	**$0**	**$0**	**$0**	**$0**	**$0**	**$345,102**	**$345,102**

Current Installment

Coverage	Premium	Total Net Premium
Workers Compensation Coverage	$86,275.50	$86,275.50
Total Installment Amount		**$86,275.50**

Total Due by 12/15/2023 **$86,275.50**

NOTE: THIS RENEWAL IS BASED ON ALL COVERAGES. IF ANY OF THE LINES OF COVERAGE ARE NOT RENEWED, THE OTHER LINE PRICING WILL CHANGE OR COVERAGE OFFERINGS ON THE REMAINING LINES COULD BE WITHDRAWN ALTOGETHER.

POLICIES WILL BE MADE AVAILABLE AFTER OCTOBER 1, 2023 AND CAN BE VIEWED AND PRINTED ONLINE ONCE PAYMENT IS RECEIVED. ELECTRONIC POLICIES ARE ALSO AVAILABLE AFTER OCTOBER 1, 2023 UPON REQUEST.

Please see below for a copy of our Premium Installment Plan, Penalty Policy and ACH Instructions.

***** **Please return a copy of this invoice with your payment to the Tallahassee office or send ACH information, Invoice Number and Amount Paid in an email to AccountsReceivable@flcities.com.*****

PLEASE READ THIS PAGE CAREFULLY

NO COVERAGES, TERMS OR CONDITIONS ARE TO BE ASSUMED

All Trust Programs are Non-Assessable

Terms of this Agreement:

Premiums shown are subject to year-end audit adjustments

All coverages provided by the Florida Municipal Insurance Trust are on an occurrence format. The Florida Municipal Insurance Trust does not automatically include prior acts (tail) coverage.

2023 / 24 PREMIUM INSTALLMENT PLAN

First Installment	Second Installment	Third Installment	Fourth Installment
25% minimum due December 15, 2023	25% minimum due April 1, 2024	25% minimum due July 1, 2024	25% minimum due October 1, 2024

NOTE: If the total net premium is under $6,000.00 the installment provision does not apply

Payment is to be forwarded to the League Office in Tallahassee.

For any other coverages, the premium is billed by the Florida League of Cities and due in full at inception, regardless of the size of the premium

Forty-five (45) Days Notice of Cancellation and Non-Renewal

Ten (10) Days Notice of Cancellation for Non-Payment of Premium

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and / or policies will apply.

Florida Municipal Insurance Trust (FMIT)
ACH instructions to remit payment to FMIT

Bank:	Capital City Bank 217 N. Monroe St. Tallahassee, FL 32301
RTN#/ABA#:	063100688
ACCT#:	0032620701
Acct Type:	Checking
Acct Name:	Florida Municipal Insurance Trust

Payments for insurance deductibles cannot be made via ACH. Deductible payments should be made by check and mailed to the Florida League of Cities Orlando office. If you have questions, contact the person whose name is listed on the deductible invoice.

Please note: When making ACH payments to the FMIT, email the invoice number, payment amount, and a copy of the invoice for which the payment applies to: accountsreceivable@flcities.com. (A PDF image of the invoice is preferred.) This information will ensure that the funds are applied to your account in a timely manner.

For questions regarding ACH payments, please contact Thomas Johnsen, Accounting Specialist I, for the Florida Municipal Insurance Trust, at (850) 701-3612 or tjohnsen@flcities.com.

AGREEMENT

THIS AGREEMENT, by and between **LEON COUNTY, FLORIDA,** a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County"), and **COMMERCIAL RISK MANAGEMENT, INC.,** hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below ("Effective Date"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide its services to the County to perform the Work related to Third Party Administration Services for Workers' Compensation Program set forth in: 1) RFP# BC-24-002, attached hereto and incorporated herein as Exhibit A; 2) the Contractor's proposal submission, attached hereto and incorporated herein as Exhibit B; and 3) Scope of Services, attached hereto and incorporated herein as Exhibit C (collectively "Work"). If any provision contained in this Agreement conflicts with any provision in Exhibit A, Exhibit B, or Exhibit C, the provision contained in this Agreement shall govern and control.

2. WORK

Contractor understands that no amount of Work is guaranteed to it nor is the County under any obligation to utilize the services of the Contractor in those instances where the Work to be performed can be done by County personnel or under separate contract. Any Work to be performed shall be upon the written request of the County Administrator or his designee, which request shall set forth the commencement date of such Work and the time within which such Work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TERM

The Agreement shall be for a period of three (3) years, commencing on the last date of execution. After the initial three (3) year period, at the sole option of the County, this Agreement may be renewed for no more than two additional one (1) year periods. Such one (1) year renewals will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. OBLIGATIONS NOT TERMINATED BY CONTRACT PERIOD

The Contractor will be required to provide service on all claims occurring during the contract period and until three (3) months after the termination of the contract (including renewals, extensions, or replacements thereof), all legally required reports for the contract period rendered, and all required reports to appropriate agencies. The Contractor fee shall include the full consideration for such continuing obligations and, except as noted herein, no additional consideration shall be due for such obligations which extend beyond the contract period.

5. CONTRACT SUM

The Contractor agrees that for the performance of the Work as outlined in Section 1 above, it shall be remunerated by the County according to the fee contained in the Contractor's proposal, Exhibit B, which is attached hereto.

6. PAYMENTS

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for Work.

7. PROMPT PAYMENT INFORMATION REQUIREMENTS AND NOTICES

A. The County Project Manager is:

Name:	Shelley Cason
Street Address:	301 S. Monroe St. Room 201
City, State, Zip Code:	Tallahassee, FL 32301
Telephone:	850-606-5120
E-mail:	casons@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:	Susan E. Theis
Street Address:	P.O. Box 18366
City, State, Zip Code:	Tampa, FL 33679
Telephone:	813-289-3900
E-mail:	stheis@crm-su.com

C. Notices to the Contractor are to be submitted to:

Name:	Susan E. Theis
Street Address:	P.O. Box 18366
City, State, Zip Code:	Tampa, FL 33679
Telephone:	813-289-3900
E-mail:	stheis@crm-su.com

D. Invoices are to be submitted to:

Name:	Shelley Cason
Street Address:	301 S. Monroe St. Room 201
City, State, Zip Code:	Tallahassee, FL 32301
Telephone:	850-606-5120
E-mail:	casons@leoncountyfl.gov

E. Proper form for an invoice is:

A numbered document with date of invoice; reference to the County purchase order number; itemized listing of all goods and Work being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice, and it shall be of no force and effect.

F. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under this Agreement.

8. DISPUTES/REMEDIES

A. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments and payment disputes, which shall be addressed and resolved in accordance with Leon

County Policy 96-1, as amended.

B. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
   1) The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
   2) Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
   3) If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
   4) Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
   5) If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) Business Days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

9. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of the County.

10. INSURANCE

Contractor shall, at its sole expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

   1) General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

   2) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (non-owned, hired car).

   3) Workers' Compensation and Employers Liability: insurance covering all employees meeting statutory limits in compliance with the applicable state and Federal laws and employer's liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of subrogation in lieu of additional insured is required.

   4) Professional Liability Insurance, including errors and omissions: for all Work performed under the terms of this agreement with minimum limits of One Million and 00/100 ($1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. The County shall be an additional insured under this policy. If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

5) Crime/Fidelity Insurance Policy. The Contractor shall maintain a Crime/Fidelity insurance policy. Policy shall cover both crime and dishonesty exposures. Policy shall be endorsed to provide coverage for losses of client property occurring both inside and outside of client premises. Policy shall include, but not be limited to, coverage for employee theft, forgery, alteration, computer and funds transfer fraud. Policy shall include coverage for Third Party Crime.

6) Cyber Insurance: The Contractor shall secure and maintain during the term of the Agreement data privacy and network security liability insurance, [redacted] with coverage for (a) data breaches by the Contractor or anyone causing the loss of use of electronic data; loss of personally identifiable information or County confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to HITECH; HIPPA; Gramm-Leach Bliley Act of 1999; the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; (c) violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging Web 2.0 liabilities created by casual users of third parties accessing Contractor's web site(s) or computer systems through eMedia and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code; (f) infringement of intellectual property rights (e.g., patent, copyright, or trademark) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of County revenue or expense to the County due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and, (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

7) Computer Software and Services Errors and Omissions Liability: Coverage to replace or restore County electronic data lost from any cause whatsoever (including but not limited to a computer virus, acts of God, malware, or breach of network security or loss of use, reduction in functionality or damage, destruction, distortion, erasure, corruption or alteration of electronic data) arising from Contractor's services, including any cost or expense of whatsoever nature resulting there from. As such, the Contractor shall ensure that it secures and maintains, during the term of this Agreement, Computer Software and Services Errors and Omissions Liability insurance [redacted] contemplated by this Agreement. Such policy shall cover all the Contractor's or its Subcontractor's computer software and services errors or omissions liabilities whether occasioned by the Contractor or its Subcontractors, or their agents or employees. If the Contractor fails to secure and maintain the liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance. The Contractor must maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event a Subcontractor's policy is canceled, not renewed, switched to occurrence form, or any other event which requires a purchase of SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require have the Subcontractor's carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement. NOTE: Coverage for loss of electronic data can be incorporated with insurance coverage in N, Cyber Insurance or O, Computer Software and Services Errors and Omissions Liability

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing

payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

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

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages

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

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

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

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

11. PERMITS

The Contractor shall obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

12. LICENSES & REGISTRATIONS

The Contractor shall be responsible for obtaining and maintaining any licenses, certifications, and/or registrations required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida, or any other applicable state or Federal law. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license, certification, and/or registration necessary to operate, the Contractor shall be in default of this Agreement as of the date such license, certification, and/or registration is lost.

The Contractor shall be registered to do business with the Florida Department of State prior to execution of this Agreement unless Contractor provides written verification of its exempt status (See applicable sections of Title XXXVI, Chapters 605 through 623, Florida Statutes).

13. WARRANTY OF PERFORMANCE

A. Warranty

The Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work under this Agreement and that each person and entity that will perform the Work is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform such Work. The Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for the performance of such Work.

B. Breach of Warranty

In entering into this Agreement, the Contractor acknowledges that the County is materially relying on the warranties stated in this paragraph. The County shall be entitled to recover any damages it incurs to the extent any such warranty is untrue. In addition, if any such warranty is untrue, the County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to the County, to deduct from any amounts due Contractor under this Agreement the full amount of any value paid in violation of a warranty, and to recover all sums paid to Contractor under this Agreement.

14. ASSIGNMENTS

This Agreement shall not be assigned or sublet in whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

15. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all claims, liabilities, damages, losses, costs, including, but not limited to, reasonable attorneys' fees, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents arising out of or under this Agreement. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the Contract Sum paid to the Contractor, and the promises and covenants herein, constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers, and employees.

16. AUDITS, RECORDS, AND RECORDS RETENTION

By entering into this Agreement, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of Section 119.071, Florida Statutes. The Contractor agrees:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

C. Upon completion or termination of this Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Subsection B above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

E. That persons duly authorized by the County and Federal auditors, pursuant to 45 CFR 75.364 shall have full access to and the right to examine this Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if Contractor does not transfer the records to the County.

G. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Any material submitted to the County that Bidder contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be redacted, conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION — TRADE SECRET" and the applicable statutory provision for the exemption must be stated. The Bidder is required to also provide an unredacted copy of the redacted information as part of the Bid. If a third party submits a request to the County for records designated as Trade Secret Materials by a Bidder, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Bidder. By submitting a Bid, Bidder agrees to indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Leon County on an expedited basis to enforce the

requirements of this section.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

LEON COUNTY PURCHASING DIVISION
ATTN: MELANIE HOOLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: HOOLEYM@LEONCOUNTYFL.GOV

17. MONITORING

The Agreement will require the Contractor to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and Work of the Contractor which are relevant to this Agreement and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

18. TERMINATION

Leon County may terminate this Agreement without cause by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder or, in the County's opinion, the Work being performed is not satisfactory. In such case, the County may immediately terminate the Agreement effective upon notice of termination to the Contractor.

The agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under Section 287.135(2)(a), Florida Statutes, been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

19. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This Agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or Work independently.

20. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of its knowledge and belief neither Contractor nor its affiliates has been convicted of a public entity crime.

21. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be grounds for termination of this Agreement by the County.

22. EMPLOYMENT ELIGIBILITY VERIFICATION

By providing goods and/or services to the County, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

23. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

24. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

25. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of this Agreement, Contractor shall obtain the prior written consent of the County.

26. FORCE MAJEURE

If either of the Parties is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or Federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during

the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

27. SOVEREIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The County is included within the definition of "state agencies or subdivisions" in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

28. THIRD PARTY BENEFICIARIES

Neither the County nor the Contractor intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a right or claim against either of the Parties based upon this Agreement.

29. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for all actions arising from, related to, or in connection with this Agreement shall be in the state courts of the Second Judicial Circuit in and for Leon County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in Federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Northern District of Florida. By entering into this Agreement, the County and Contractor hereby expressly waive any rights either Party may have to a trial by jury of any civil litigation related to this Agreement.

30. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

31. 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 part thereof, shall be held to be invalid, the remaining sections and parts shall continue to be in full force and effect.

32. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the County and Contractor.

33. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

34. INTERPRETATION

This Agreement shall be interpreted without the aid of any canon, custom, or rule requiring construction against the drafter.

35. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals and in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

36. AUTHORITY TO SIGN

Each signatory to this Agreement who signs on behalf of a party expressly represents and warrants that he or she has the authority to sign on behalf of that party.

37. OWNERSHIP OF CLAIM FILES

Leon County shall have all right, title, interest, and ownership to all loss statistics and claim files created as a result of the services to be provided by the Contractor. Further, at the sole option of Leon County and upon ten (10) days written notice, the Contractor will return such files to Leon County.

At the conclusion of the Agreement, at the sole expense of the Contractor, the Contractor will provide Leon County with digital media containing all of Leon County's claim data. Such data will be made available in a format generally importable into a commonly recognized database for claims administration services.

38. AUDIT OF FILES AND PROCEDURES

At the sole option of Leon County, Contractor shall agree, at no additional cost to Leon County, to any audits conducted by Leon County or its designee (hereinafter, "Auditor") of Contractor's claim files and procedures as they relate to the services under the Agreement. Leon County shall have the right to audit during the contract period and for five (5) years following the conclusion of the Agreement.

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit C
3. Exhibit A
4. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-2024-002
Exhibit B – Contractor's Response to RFP #BC-2024-002
Exhibit C – Scope of Services

The remainder of this page intentionally left blank.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

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

BY: _____

DATE: _____

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

By: _____

Date: _____

COMMERCIAL RISK MANAGEMENT, INC.

By: _____

Printed
Name _____

Title: _____

Date: _____

Leon County
Procurement
Melanie Hooley, Purchasing Director
1800-3 North Blair Stone Road, Tallahassee, FL 32308

ADDENDA REPORT

RFP No. BC-2024-002

Third Party Administration Services for Workers' Compensation Program

RESPONSE DEADLINE: November 7, 2023 at 2:00 pm

Wednesday, November 29, 2023

Addenda Issued:

Addendum #1

Oct 19, 2023 8:50 AM

Addendum #1 Spreadsheet: Leon Co. BOCC - Loss Run - 5 YR - WC - 2023-09

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Comercial Risk Management, Inc.	X	Nov 6, 2023 1:36 PM	Susan Theis
Preferred Governmental Claim Solutions, Inc.	X	Oct 25, 2023 9:34 AM	Viviane Ruiz

Leon County
Procurement
Melanie Hooley, Purchasing Director
1800-3 North Blair Stone Road, Tallahassee, FL 32308

QUESTION & ANSWER REPORT

RFP No. BC-2024-002

Third Party Administration Services for Workers' Compensation Program

RESPONSE DEADLINE: November 7, 2023 at 2:00 pm

Wednesday, November 29, 2023

Approved, Unanswered Questions

Approved, Answers Provided

1. Claims Information

Oct 11, 2023 11:11 AM

Question: 1 Can you please supply 3-5 years claim history

Oct 11, 2023 11:11 AM

Answered by Greg Hill: SEE ADDENDUM #1 SPREADSHEET ATTACHMENT

Oct 19, 2023 8:50 AM

2. claims

Oct 11, 2023 11:12 AM

Question: 2 How many new claims are reported each year broken down by medical only and lost time

Oct 11, 2023 11:12 AM

Answered by Greg Hill: SEE ADDENDUM #1 SPREADSHEET ATTACHMENT

Oct 19, 2023 8:50 AM

3. Claims Information

Oct 11, 2023 11:12 AM

Question: 3 What is the number of open "tail" claims

Oct 11, 2023 11:12 AM

Answered by Greg Hill: The County does not currently have this information.

Oct 19, 2023 8:50 AM

4. Claims Information

Oct 11, 2023 11:13 AM

Question: 4 Can you supply 3-5 years bill review numbers - bills or lines processed and is the Bill review included in the service fee or can it be a separate item ? and if yes can we use a separate sheet to indicate those fees ?

Oct 11, 2023 11:13 AM

Answered by Greg Hill: No. Please include said fees in your service fee total.

Oct 19, 2023 8:50 AM

5. Claims Information

Oct 11, 2023 11:13 AM

Question: 5 Can you provide a copy of the current contract ?

Oct 11, 2023 11:13 AM

Answered by Greg Hill: The Preferred Governmental Claim Solutions (PGCS) Agreement can be found online at: https://cvweb.leonclerk.com/public/clerk_services/finance/contracts/contracts.asp

Oct 19, 2023 8:50 AM

6. Claims Information

Oct 11, 2023 11:13 AM

Question: 6 What is the anticipated start date for the contract ?

Oct 11, 2023 11:13 AM

Answered by Greg Hill: Intended start date is December 15, 2023.

Oct 19, 2023 8:50 AM

7. Nurse Case Management

Oct 11, 2023 11:15 AM

Question: Are you currently using TCM or FCM provided by the TPA and is that fee included in your contract fee ? and if not are you utilizing outside vendors currently ?

Oct 11, 2023 11:15 AM

Answered by Greg Hill: Currently we use both TCM and FCM, and the TPA with approval from the County provided the current vendors.

Oct 19, 2023 8:50 AM

8. Insurance

Oct 11, 2023 11:17 AM

Question: Contract exhibit 6) Cyber Insurance - what limits do you require ?

Oct 11, 2023 11:17 AM

Answered by Greg Hill: [redacted]

Oct 19, 2023 8:50 AM

9. Insurance

Oct 11, 2023 11:19 AM

Question: Contract exhibit 7) Computer Software - do you require this coverage and if yes, what limits are required ?

Oct 11, 2023 11:19 AM

Answered by Greg Hill: [redacted]

Oct 19, 2023 8:50 AM

10. Insurance

Oct 11, 2023 11:22 AM

Question: Will you only accept coverage from A rated carrier ? An A- carrier would not be accepted ?

Oct 11, 2023 11:22 AM

Answered by Greg Hill: Correct.

Oct 19, 2023 8:50 AM

11. Proposal Response

Oct 12, 2023 12:54 PM

Question: Page 22 RFP Response -Operational Approach listed as Tab 3 has excluded "claims services" listed in item 3 under the Scope of Services. Should our description of claims services be included under Tab 3?

Oct 12, 2023 12:54 PM

Answered by Greg Hill: No. Please include claims services information in "RFP Response - Approach to Providing Claims Services - Tab 2*"

Oct 19, 2023 8:50 AM

12. No subject

Oct 12, 2023 12:33 PM

Question: Is Leon County interested in risk control services as a part of the TPA Contract?

Oct 12, 2023 12:33 PM

Answered by Greg Hill: No, TPA services only.

Oct 19, 2023 8:50 AM

13. No subject

Oct 12, 2023 12:40 PM

Question: Please provide 5 years of loss data to include Indemnity, medical only and record only claims. Please include open and closed, paid, incurred, expense reserves and paid amounts.

Oct 12, 2023 12:40 PM

Answered by Greg Hill: SEE ADDENDUM #1 SPREADSHEET ATTACHMENT

Oct 19, 2023 8:50 AM

14. No subject

Oct 12, 2023 12:54 PM

Question: Are there any service gaps/issues with your current TPA

Oct 12, 2023 12:54 PM

Answered by Greg Hill: None that the County is aware of.

Oct 19, 2023 8:50 AM

15. Scope of Services

Oct 12, 2023 1:19 PM

Question: Page 6 -8. Medical Invoice Review, Payment and Audit Services: Item A a-d addresses the claims checking account. Can you clarify item d. All charges relating to these services..... Are you asking if

the company charges for checking account services ? or if a report is needed will it be included in the service fee or additional charges for reports.

Oct 12, 2023 1:19 PM

Answered by Greg Hill: If there's an additional fee for the reports it will need to be included in the Annual Fee.

Oct 19, 2023 8:50 AM

16. Claim volume

Oct 12, 2023 2:59 PM

Question: Could you give the 2020, 2021, 2022, 2023, and expected most recent year Claim Volume for Medical only, Lost time, report only, and advise how many claims will be open and upon transfer that will require active management. Please advise if the number represent calendar year, or fiscal year.

Oct 12, 2023 2:59 PM

Answered by Greg Hill: SEE ADDENDUM #1 SPREADSHEET ATTACHMENT

Oct 19, 2023 8:50 AM

17. Clams

Oct 12, 2023 3:13 PM

Question: Could you advise of your claim volume for the last 5 years. How many lost time claims, medical only, and report only claims. Could you advise if they are broken down by policy year, fiscal year or calendar year? How many litigated files would you be transferring. Claim years we need are 2020,2021,2022, 2023, and expected for current year.

Oct 12, 2023 3:13 PM

Answered by Greg Hill: SEE ADDENDUM #1 SPREADSHEET ATTACHMENT

Oct 19, 2023 8:50 AM

18. No subject

Oct 12, 2023 3:14 PM

Question: How many open claims(take over claim) will you be transferring to the new TPA as takeover,broken down by medical, lost time claims

Oct 12, 2023 3:14 PM

Answered by Greg Hill: SEE ADDENDUM #1 SPREADSHEET ATTACHMENT

Oct 19, 2023 8:50 AM

19. No subject

Oct 12, 2023 3:16 PM

Question: Could you advise on the total paid for medical bills for years 2020,2021,2022,2023, and expected through 2024 Could you advise on the medical bill count for each of the above years? Could you advise if the data is based on Fiscal, policy, accident, or calendar year?

Oct 12, 2023 3:16 PM

Answered by Greg Hill: SEE ADDENDUM #1 SPREADSHEET ATTACHMENT. The data provided in the spreadsheet is based on the Federal Calendar year, 10/1.

Oct 19, 2023 8:50 AM

REQUEST FOR PROPOSAL

FOR

THIRD PARTY ADMINISTRATION SERVICES FOR WORKERS' COMPENSATION PROGRAM

Proposal Number BC-2024-002

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

RELEASE DATE: October 5, 2023

Third Party Administration Services for Workers' Compensation Program

1. Introduction
2. General Instructions
3. Scope of Services
4. Solicitation Instructions
5. Required Certifications
6. Selection Process
7. Evaluation Criteria
8. Minority, Women, Small Business (MWSBE) Enterprise
9. Insurance Requirements
10. Terms and Conditions
11. Ethical Business Practices
12. Submittals
13. Pricing Proposal

Attachments:
A - Attachment A - Proposal Response Cover Sheet with Signature
B - Attachment B - Additional Forms to Fill Out and Submit
C - Attachment C - Scope of Services
D - Attachment D - Agreement

1. Introduction

1.1. Summary

Leon County Government "County" is accepting proposals from qualified vendors for third party administration services for Leon County's self-insurance workers' compensation program.

1.2. Background

Leon County has been self-insuring its Workers' Compensation program for over fifteen years. Claims are currently administered by Preferred Government Claims Solutions, Inc. managed care in conjunction with USIS/DBA AmerSy. Leon County is a qualified self-insured government insurance program and covers the Leon County Board of County Commissioners, Leon County Sheriff's Office, Leon County Clerk of the Court and Comptroller, Leon County Property Appraiser, Leon County Supervisor of Elections, and Leon County Tax Collector. These entities report claims through the Leon County Risk Management Division. The awarded proposer will provide all specified adjusting services for claims as well as all other required services, such as administrative, managed care, computerized claims/loss statistical information (RMIS) and banking/loss fund reconciliation. The specific required services are outlined in greater detail within the Scope of Services for this RFP.

1.3. Contact Information

Greg Hill
Procurement Administrator
1800-3 N. Blair Stone Road
Tallahassee, FL 32308
Email: hillg@leoncountyfl.gov
Phone: (850) 606-1600
Department:
Procurement

Department Head:
Melanie Hooley
Purchasing Director

1.4. Timeline

Below is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County procurement website either as a public meeting notice, or as an addendum, as applicable. It is the responsibility of the firm to register as a vendor in the County's eProcurement Portal located at https://procurement.opengov.com/portal/leoncounty and to click the "Follow" button on your interested projects in order to receive email notifications of changes. Ultimately, it is the responsibility of the firm and other interested persons and parties to review the Purchasing Division's website to stay informed of the

Schedule of Events, addenda to the RFP, and public meetings. The main procurement website address is: https://secure.procurenow.com/portal/leoncounty.

Release Project Date	October 5, 2023
Question/Inquiries Deadline	October 12, 2023, 4:00pm
Opening Date	November 7, 2023, 2:00pm Leon County Purchasing Office 1800-3 Blair Stone Rd. Tallahassee, FL 32308

2. General Instructions

Respondents are expected to examine the proposal documents carefully, including specifications, delivery schedule, freight requirements, prices and extensions and all general and special conditions of the solicitation prior to submission. In case of error in price extension, the unit price will govern. Proposals must be submitted electronically via OpenGov Procurement (formerly ProcureNow).

2.1. Special Accommodations

Any person requiring a special accommodation at a Pre-Proposal Conference or RFP opening because of a disability must call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

2.2. Prohibited Communications

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

A. Any person or person's representative seeking an award from such competitive solicitation; and

B. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, lawyer, relative, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, communications with the County Attorney or communications with the Purchasing Director.

Violation of this section may result in disqualification from this solicitation and shall be grounds for suspension from doing business with the County.

2.3. Proposal Media Format (Electronic Only)

Proposals for this RFP shall be submitted electronically to this solicitation in OPENGOV Procurement Portal at https://procurement.opengov.com/portal/leoncounty.

2.4. Respondent Registration

Respondents who obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the plan holders list for the solicitation. This list is used for communications from the County to prospective respondents. Also, respondents should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective respondent through the Purchasing Division may cause your submittal to be rejected as non-responsive. To Register, complete the online vendor registration process, find the opportunity of interest, and click "Follow" or "Draft Response".

2.5. Registered Plan Holders List

A plan holders list is made available via the internet lists of all registered plan holders for each bid or request for proposals. The information is available on-line at https://procurement.opengov.com/portal/leoncounty. by simply clicking the Followers tab for each respective solicitation. A listing of the registered vendors with their contact information is designed to assist vendors in preparation of their responses.

2.6. Errors and Omissions

The County and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful respondent.

2.7. Acceptance of County Terms

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

3. Scope of Services

SEE SCOPE OF SERVICES IN THE ATTACHMENTS SECTION (Section 14) OF THIS RFP

3.1. SEE SCOPE OF SERVICES IN SECTION 14. ATTACHMENTS

SEE SCOPE OF SERVICES IN SECTION 14. ATTACHMENTS

4. Solicitation Instructions

4.1. Submitting Questions

Questions shall be submitted directly through the County's online e-Procurement Portal at https://procurement.opengov.com/portal/leoncounty. **DO NOT Email inquiries.**

Each respondent shall examine the solicitation documents carefully, including the forms and agreement; and, no later than the last day for questions listed in schedule of events, shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error discovered in the solicitation, including the agreement. The County will prepare a written response to each written question, comment, and recommendation that is delivered to the County prior to the deadline listed in the schedule of events. The County's written responses will be posted to this solicitation. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of respondent. Each respondent shall be deemed to have waived all questions, comments, and recommendations that are not submitted to the County in compliance with this section.

4.2. Addenda To Solicitation

Addenda to this solicitation will be posted to the solicitation on the e-Procurement Portal at https://procurement.opengov.com/portal/leoncounty. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered vendors (those vendors who have been registered as receiving a proposal package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

4.3. Proposal Deadline

Proposals shall be electronically submitted (uploaded) to the solicitation on the County e-Procurement portal (https://procurement.opengov.com/portal/leoncounty) no later than the Opening Date (Tuesday, November 7, 2023 at 2:00 pm), as identified in the Schedule of Events, to be considered.

4.4. Receipt and Opening of Proposals

Proposals will be opened publicly at the time and place stated in the Timeline. When the specified time has arrived no proposals received thereafter will be considered. At the time fixed for the opening of proposals, the tabulation sheet will be made public and will be posted on the Purchasing Division website at: https://procurement.opengov.com/portal/leoncounty.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier. If the County rejects all Proposals submitted in response to this RFP, the rejected Proposals remain exempt from public records disclosure until the County posts an intended decision or until the County withdraws the

reissued Proposal. Proposals received by the County pursuant to this RFP will not remain exempt for longer than twelve (12) months after the County rejects such Bids.

4.5. Timely Delivery

It is the respondent's responsibility to assure that the proposal is submitted at the proper time and location. Electronic submissions will not be allowed through the County's e-Procurement portal once the deadline has passed.

4.6. Preparation Costs

The County is not liable for any costs incurred by respondents prior to the issuance of an executed contract.

4.7. Reservation of Rights

The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.

4.8. Award of RFP and Protest

Award shall be made to the responsive, responsible vendor whose proposal is determined in writing to be the most advantageous to Leon County, taking into consideration the evaluation factors set forth in the Request for Proposals. In accordance with Section 287.05701(3), Florida Statutes, in determining whether a bidder is responsible, the County will not request documentation of or consider a bidder's social, political, or ideological interests, nor give preference to a bidder based on such interests. No other factors or criteria shall be used in the evaluation criteria that are not included in the Request for Proposal. The County reserves the right to waive any minor irregularity in proposals and to make an award in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the County website at: https://procurement.opengov.com/portal/leoncounty for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Any award recommendation may be protested on the grounds of irregularities in the specifications, procedure, or the evaluation of the proposal. Such notice of an intent to protest shall be made in writing to the Purchasing Director within 72 hours after receipt of the intended recommendation of award and the protestor shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid protest has been submitted. The notice of protest shall contain at minimum: the name of the Protestor; the Protestor's address and phone number; the name of the Protestor's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest. Failure to file a notice of an intent to protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section.

5. Required Certifications

5.1. Licenses and Certifications

The respondent shall be responsible for obtaining and maintaining throughout the contract period any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the proposal. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

5.2. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statute for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

5.3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

5.4. Unauthorized Alien(s)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

5.5. Employment Eligibility Verification

By providing goods and/or services to the County, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

5.6. Local Preference in Purchasing and Contracting

A. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:

   1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth below, shall be given a preference in the amount of five percent.

   2. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth below, shall be given a preference in the amount of three percent.

   3. For the purposes of this section, "home office" shall mean a business's principal office or headquarters constituting the center for administration and policymaking.

B. Local business definition. For purposes of this section, "local business" shall mean a business which:

   1. Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

   2. Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and

   3. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

C. Certification. Any vendor claiming to be a local business as defined herein, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements set forth above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

5.7. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

The Respondent shall complete and submit the Equal Opportunity/Affirmative Action Statement, along with all other forms, located in the Attachments section of this solicitation.

5.8. Scrutinized Company Certification

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with Leon County for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with Leon County for goods or services of $1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.4725, Florida Statutes, or with companies engaged in business operations in Cuba or Syria.

6. Selection Process

6.1. Evaluation Committee

The County Administrator shall appoint an Evaluation Committee composed of three to five members who will evaluate and score all responsive and responsible proposals received.

6.2. Ranking

Proposals will be ranked using the ordinal ranking process. First, each evaluator will score proposals based upon the points given in the Scoring Sheet utilizing the Evaluation Criteria contained herein. No other factors or criteria shall be used in the evaluation criteria that are not included in the Request for Proposal. The scores for Pricing and Local Preference will be provided by the Purchasing Division. Ordinal ranking will be used to rank each proposal. These rankings will be averaged to determine the final ranking of proposals.

6.3. Award

Award shall be made to the responsive, responsible respondent whose proposal is ranked the highest based upon the evaluation factors set forth in the Request for Proposals. The County reserves the right to waive any minor irregularity in proposals and to make an award in whole or in part when either or both conditions are in the best interest of Leon County.

7. Evaluation Criteria

Actual rating for each criteria may range from zero (lowest rating) to the maximum rating points for that criteria

Proposals will be evaluated and ranked on the basis of the following considerations:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Capabilities and Experience** Shall consider the following criteria: A. Staff capabilities, past experience and qualifications as they relate to the scope of services. B. How well respondent demonstrates experience administering a Workers' Compensation program since 2015 for one client in Florida with presumption claims; and C. How well respondent demonstrates experience administering the Workers' Compensation program since 2015 for one client with more than 1500 full time employee. D. How well respondent demonstrates experience administering the Workers' Compensation program since 2015 involving first responders and Sheriff Offices.	0-5 Points	20 *(20% of Total)*
2.	**Approach to Providing Claims Services** Shall consider the following criteria: How well respondent describes their process and approach to transferring claims data.	Points Based	25 *(25% of Total)*

3.	**Operational Approach** Shall consider the following criteria: How well respondent describes providing and performing the following services: A. administrative services, B. telephonic case management services, C. first notice of injury services, D. medical invoice review and audit services, E. pharmaceutical benefit management services, F. claims management and information systems.	0-5 Points	30 *(30% of Total)*
4.	**Annual Fee** **Respondent's Fee** The Respondent with the lowest combined five (5) year (includes extension years) total will receive 20 points. Respondent's with greater combined fee will receive fewer points, on a pro-rata basis, using the formula below: (L / P) X 20 Where: L = Lowest combined three year total P = Respondent's combined three year total	N/A	N/A

5.	**Local Preference** Points for Local Preference will be awarded as follows: A. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which have been certified by the Leon County Purchasing Division as a Local Business, as set forth in this RFP, shall be given a preference in the amount of five percent (five (5) points out of the 100 maximum points allowed); and B. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which have been certified by the Leon County Purchasing Division as a Local Business, as set forth in this RFP, shall be given a preference in the amount of three percent (three (3) points out of the 100 maximum points allowed); and C. All other individuals or firms shall be given zero (0) points for Local Preference. For the purposes of this section, "home office" shall mean a business's principal office or headquarters constituting the center for administration and policymaking.	N/A	N/A

8. Minority, Women, Small Business (MWSBE) Enterprise

8.1. Overview for Projects Without a Specific MWSBE Goal

This solicitation does not have a project specific goal for the participation of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by the Office of Economic Vitality (OEV) MWSBE Division.

Although MBE and WBE participation is not a requirement for this solicitation, each Respondent is strongly encouraged to secure MBE and WBE firm participation. Respondents needing assistance or guidance with securing MBE and WBE firms should contact LaTanya Raffington of the MWSBE Division at Lraffington@oevforbusiness.org OR Shanea Wilks of the MWSBE Division at Swilks@oevforbusiness.org. A directory of certified MBE and WBE firms is available on the OEV website: https://oevforbusiness.mwsbe.com.

Certified MBE and WBE firms may participate by providing goods or services in support of the project as subcontractors or subconsultants identified on the Respondent and Team Summary Form.

9. Insurance Requirements

9.1. Overview

Respondents' attention is directed to the insurance requirements set forth in the Agreement contained in the "Attachments" section of this solicitation. Respondents should confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements. Failure to comply strictly with the insurance requirements, will disqualify the Respondent from award of the Agreement.

The awarded Respondent 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 Respondent's proposal.

10. Terms and Conditions

10.1. Standard Terms and Conditions

The terms and conditions associated with this solicitation are as set forth in the Agreement contained in the "Attachments" section of this solicitation. After the proposal award the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the proposal specifications.

10.2. Travel Expenses

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.

10.3. Purchases By Other Public Agencies

With the consent and agreement of the successful vendor(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

10.4. Penalties

PROPOSALS MAY BE REJECTED AND/OR BIDDER(S)/PROPOSERS DISQUALIFIED FOR THE FOLLOWING REASONS:

A. Failure to perform according to contract provisions.

B. Conviction in a court of law of any criminal offense in connection with the conduct of business.

C. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.

D. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

E. Other reasons deemed appropriate by the Board of County Commissioners.

11. Ethical Business Practices

11.1. Gratuities

It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

11.2. Kickbacks

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

11.3. Board Action

The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

12. Submittals

12.1. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

☐ Please confirm
*Response required

12.2. Human Trafficked Labor*

I certify that this firm does not utilize human trafficked labor in compliance with Section 787.06, Florida Statutes.

☐ Please confirm
*Response required

12.3. Drug-Free Workplace Certification*

As the person authorized to confirm this statement on behalf of this firm, I certify that this firm complies fully with DRUG-FREE WORKPLACE Section 287.087, Florida Statutes. See section titled Drug-Free Workplace Requirements for details.

☐ Please confirm
*Response required

12.4. Scrutinized Company Certification*

As required by Section 287.135(5) Florida Statutes, I certify that the firm is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

☐ Please confirm
*Response required

12.5. Documentation from Leon County's Excess carrier that your firm is authorized to conduct business with said carrier.*

*Response required

12.6. A current and valid certification from the State of Florida that it is authorized pursuant to Rule Chapter 69L-5, FAC, as a Qualified Servicing Entity*

*Response required

12.7. All applicable Adjuster License 520 or 620 All-lines adjusting license, 220 agent's license or 224 adjusting license. A copy of the license(s) and proof of active status and good standing with the State of Florida is required;*

*Response required

12.8. Attachment A - Proposal Response Cover Sheet with Signature*

Please ensure the document has a manual signature.

*Response required

12.9. Attachment B - Additional Forms to Fill Out and Submit*

Submit the items on the following list and any other items required by any section of this RFP. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFP.

Please see Attachments for all the necessary forms for the bidder to complete for this solicitation. Failure to complete or attach the necessary forms will result in the bidder being deemed nonresponsive.

- Affidavit Immigration Laws
- Equal Opportunity and Affirmative Action Statement
- Identical Tie Bid Statement
- Non-Collusion Affidavit
- Insurance Certification Form
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

*Response required

12.10. RFP Response - Capabilities and Experience - Tab 1*

Respondent is requested to provide the following information using the same lettering scheme as the format below (uploaded as one PDF file):

A. A description of the general capabilities and experience (to include resumes, licenses and certifications) of your firm's Adjusters, Case Managers, and designated staff.

B. Describe your firm's experience with administering a Workers' Compensation program since 2015 for one client in Florida with presumption claims

C. Describe your firm's experience with administering a Workers' Compensation program since 2015 for one client with more than 1500 full time employees.

D. Describe your firm's experience administering a Workers' Compensation program since 2015 involving first responders and Sheriff Offices.

*Response required

12.11. RFP Response - Approach to Providing Claims Services - Tab 2*

Respondent is requested to provide the following information using the same lettering scheme as the format below (uploaded as one PDF file).

Describe the respondent's process and approach to providing the following services as outlined in the Scope of Services:

A. Claims Services: describe your process and approach to transferring all claims data and any and all other documentation (open and closed) associated with all current and prior claims into the Contractor's computer information system to ensure future County loss runs will contain a complete history of all claim years. The transfer of all claims data shall be completed no later than March 30, 2024.

*Response required

12.12. RFP Response - Operational Approach Tab 3*

Respondent is requested to provide the following information using the same lettering scheme as the format below (uploaded as one PDF file).

Describe the respondent's process and approach to providing the following services as outlined in the Scope of Services:

A. Administrative Services,

B. Telephonic Case Management Services,

C. First Notice of Injury Services (specifically: include examples and/ or screen shots of the accessibility and readability of claims data, notes, diary items, etc.)

D. Medical Invoice Review and Audit Services,

E. Pharmaceutical Benefit Management Services,

F. Claims Management and Information Systems.

*Response required

13. Pricing Proposal

ANNUAL FEE

Annual Fee shall cover ALL SERVICES contained in the Scope of Services for this RFP.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Annual Fee: Year One (1) of the Agreement	1	EA		
2	Annual Fee: Year Two (2) of the Agreement	1	EA		
3	Annual Fee: Year Three (3) of the Agreement	1	EA		
4	Annual Fee: First One (1) Year Extension of the Agreement	1	EA		
5	Annual Fee: Second One (1) Year Extension of the Agreement	1	EA		
TOTAL					

Leon County
Procurement
Melanie Hooley, Purchasing Director
1800-3 North Blair Stone Road, Tallahassee, FL 32308

PROPOSAL DOCUMENT REPORT

RFP No. BC-2024-002

Third Party Administration Services for Workers' Compensation Program

RESPONSE DEADLINE: November 7, 2023 at 2:00 pm

Report Generated: Thursday, November 16, 2023

Comercial Risk Management, Inc. Proposal

CONTACT INFORMATION

Company:
Comercial Risk Management, Inc.

Email:
stheis@crm-su.com

Contact:
Susan Theis

Address:
PO Box 18366
Tampa, FL 33679

Phone:
(813) 289-3900 Ext: 305

Website:
www.crm-su.com

Submission Date:
Nov 6, 2023 2:23 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Nov 6, 2023 1:36 PM by Susan Theis

QUESTIONNAIRE

1. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

Confirmed

2. Human Trafficked Labor*

I certify that this firm does not utilize human trafficked labor in compliance with Section 787.06, Florida Statutes.

Confirmed

3. Drug-Free Workplace Certification*

As the person authorized to confirm this statement on behalf of this firm, I certify that this firm complies fully with DRUG-FREE WORKPLACE Section 287.087, Florida Statutes. See section titled Drug-Free Workplace Requirements for details.

Confirmed

4. Scrutinized Company Certification*

As required by Section 287.135(5) Florida Statutes, I certify that the firm is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

Confirmed

5. Documentation from Leon County's Excess carrier that your firm is authorized to conduct business with said carrier.*

TPA_RFP_Excess_Approval_Letter_-_Commercial_Risk_Management.pdf

6. A current and valid certification from the State of Florida that it is authorized pursuant to Rule Chapter 69L-5, FAC, as a Qualified Servicing Entity*

Certification_from_State_of_Florida.pdf

7. All applicable Adjuster License 520 or 620 All-lines adjusting license, 220 agent's license or 224 adjusting license. A copy of the license(s) and proof of active status and good standing with the State of Florida is required;*

Adjuster_Licenses.pdf

8. Attachment A - Proposal Response Cover Sheet with Signature*

Please ensure the document has a manual signature.

Attachment_A_-_Proposal_Response_Cover_Sheet_with_Signature.pdf

9. Attachment B - Additional Forms to Fill Out and Submit*

Submit the items on the following list and any other items required by any section of this RFP. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFP.

Please see Attachments for all the necessary forms for the bidder to complete for this solicitation. Failure to complete or attach the necessary forms will result in the bidder being deemed nonresponsive.

- Affidavit Immigration Laws
- Equal Opportunity and Affirmative Action Statement

- Identical Tie Bid Statement
- Non-Collusion Affidavit
- Insurance Certification Form
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

Attachment_B_-_Additional_Forms.pdf

10. RFP Response - Capabilities and Experience - Tab 1*

Respondent is requested to provide the following information using the same lettering scheme as the format below (uploaded as one PDF file):

A. A description of the general capabilities and experience (to include resumes, licenses and certifications) of your firm's Adjusters, Case Managers, and designated staff.

B. Describe your firm's experience with administering a Workers' Compensation program since 2015 for one client in Florida with presumption claims

C. Describe your firm's experience with administering a Workers' Compensation program since 2015 for one client with more than 1500 full time employees.

D. Describe your firm's experience administering a Workers' Compensation program since 2015 involving first responders and Sheriff Offices.

Capabilities_and_Experience_-_Tab_1.pdfSusan_Theis_Bio_CEO_2023.pdfLorie_D_Dove_Bio_COO_2023.pdfMarissa_Shearer_EVP_Bio_2023.pdfBobbie_Culver_Bio_EVP_2023.pdfCathy_Weiser_Supervisor_Bio_2023.pdfLynnette_Lo_Bianco_Bio_2023.pdfAlina_Quintana_Bio_2023.pdfElizabeth_Landa-Trujillo_Bio_2023.pdf

11. RFP Response - Approach to Providing Claims Services - Tab 2*

Respondent is requested to provide the following information using the same lettering scheme as the format below (uploaded as one PDF file).

Describe the respondent's process and approach to providing the following services as outlined in the Scope of Services:

A. Claims Services: describe your process and approach to transferring all claims data and any and all other documentation (open and closed) associated with all current and prior claims into the Contractor's computer information system to ensure future County loss runs will contain a complete history of all claim years. The transfer of all claims data shall be completed no later than March 30, 2024.

Approach_to_Providing_Claims_Services_-_Tab_2.pdf

12. RFP Response - Operational Approach Tab 3*

Respondent is requested to provide the following information using the same lettering scheme as the format below (uploaded as one PDF file).

Describe the respondent's process and approach to providing the following services as outlined in the Scope of Services:

A. Administrative Services,

B. Telephonic Case Management Services,

C. First Notice of Injury Services (specifically: include examples and/ or screen shots of the accessibility and readability of claims data, notes, diary items, etc.)

D. Medical Invoice Review and Audit Services,

E. Pharmaceutical Benefit Management Services,

F. Claims Management and Information Systems.

Operational_Approach_-_Tab_3.pdfSample_Reports.pdf

PRICE TABLES

ANNUAL FEE

Annual Fee shall cover ALL SERVICES contained in the Scope of Services for this RFP.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Annual Fee: Year One (1) of the Agreement	1	EA	$89,850.00	$89,850.00
2	Annual Fee: Year Two (2) of the Agreement	1	EA	$89,850.00	$89,850.00
3	Annual Fee: Year Three (3) of the Agreement	1	EA	$89,850.00	$89,850.00
4	Annual Fee: First One (1) Year Extension of the Agreement	1	EA	$89,850.00	$89,850.00
5	Annual Fee: Second One (1) Year Extension of the Agreement	1	EA	$89,850.00	$89,850.00
TOTAL					$449,250.00

FMIT
FLORIDA MUNICIPAL INSURANCE TRUST

*Protecting the **Communities** We Call **Home***

November 6, 2023

To whom it may concern:

We are extending approval for Commercial Risk Management to submit a proposal to Leon County Board of County Commissioners for consideration to serve as their Workers' Compensation claims third party administrator (TPA) for the Florida Municipal Insurance Trust's Self-Insured Retention (SIR) program.

Regards,

Florida League of Cities, Inc.
Insurance Member Services
PO Box 538135
Orlando FL 32853-8135
Phone: 407.425.9142
Fax: 407.425.9378

CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

February 21, 2023

Ms. Susan E. Theis
President/CEO
Commercial Risk Management, Inc.
2002 N Lois Ave. Ste 600
Tampa FL, 33607

Re: Qualified Servicing Entity Annual Report
Commercial Risk Management, Inc.

Ms. Theis,

The Qualified Servicing Entity Annual Report for your company has been received. The Division has reviewed this annual filing and found your company in compliance with Rule 69L-5.230(11) F.A.C. (Retaining Authorization as a Qualified Servicing Entity). This letter confirms that your company has been recertified for the period of **March 1, 2023, through February 29, 2024.**

Attached is a copy of Form DFS-F2-SI-23 (Qualified Servicing Entity Annual Report Form), to be used for future filing of this report with the Division. Also attached is a copy of Form DFS-F2-SI-19 (Certification of Servicing for Self-Insurers), this form is to be completed within thirty (30) days of entering a contract for servicing of workers compensation claims.

Your next annual report is due in our office no later than **March 1, 2024.**

Should you have any questions or need further assistance, please contact us at (850) 413-1615.

Sincerely,

Dwayne Manning
Insurance Administrator

Attachments

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
Dwayne Manning • Insurance Administrator
Division of Workers' Compensation • Bureau of Financial Accountability
200 East Gaines Street • Tallahassee, Florida 32399-4221 • Tel. 850-413-1615 • Fax 850-354-5100
Email • Dwayne.Manning@Myfloridacfo.com

AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

SUSAN ELIZABETH THEIS

License Number : A263171

Resident Insurance License

- 0520 - ADJUSTER - ALL LINES

Issue Date

05/15/1979

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

LORIE DENISE DOVE

License Number : A240183

Resident Insurance License

- 0620 - ADJUSTER - ALL LINES

Issue Date

04/11/1987

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.

Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MARISSA NICOLE SHEARER

License Number : W115588

Resident Insurance License

- 0620 - ADJUSTER - ALL LINES

Issue Date

11/09/2012

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.

Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

BOBBIE JEAN CULVER

License Number : D002532

Resident Insurance License

- 0620 - ADJUSTER - ALL LINES

Issue Date

02/22/2018

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.

Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CATHY JO WEISER

License Number : A280592

Resident Insurance License	Issue Date
•0524 - ADJUSTER - WORKERS COMP	09/09/1996

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.

Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

LYNNETTE LO BIANCO

License Number : W415580

Resident Insurance License

- 0620 - ADJUSTER - ALL LINES

Issue Date

08/04/2017

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.

Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ALINA QUINTANA

License Number : W690251

Resident Insurance License

- 0620 - ADJUSTER - ALL LINES

Issue Date

10/15/2020

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jimmy Patronis
Chief Financial Officer
State of Florida

Posted December 4, 2023

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ELIZABETH LANDA-TRUJILLO

License Number : W844554

Resident Insurance License

- 0620 - ADJUSTER - ALL LINES

Issue Date

04/04/2022

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.

Jimmy Patronis
Chief Financial Officer
State of Florida

ATTACHMENT A - PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Melanie Hooley
Purchasing Director

Nick Maddox, Chairman
Leon County Government

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

Commercial Risk Management,Inc.
(Firm Name)

BY Susan E Theis
(Authorized Representative's Signature)

Susan E Theis
(Printed or Typed Name)

ADDRESS P.O. Box 18366

Tampa, Florida 33679

EMAIL ADDRESS stheis@crm-su.com

TELEPHONE # 813-289-3900

FEIN 591346411

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 ST Initials

Addendum #2 _____ Initials

Addendum #3 _____ Initials

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Commercial Risk Management, Inc.

Signature: _____ Title: President/CEO

MELODY C. SMITHSON
MY COMMISSION # HH 066461
EXPIRES: December 7, 2024
Bonded Thru Notary Public Underwriters

STATE OF Florida
COUNTY OF Hillsborough

Sworn to and subscribed before me this 3 day of Nov., 2023

Personally known ✓

_____
NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of Florida

_____
(Type of identification)

My commission expires: 12.07.24

_____
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: Susan E Theis

Title: Susan E Theis, President/CEO

Firm: Commercial Risk Management, Inc.

Address: PO Box 18366 Tampa, FL 33679

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

yes This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Susan E Theis
Bidder's Signature

President/CEO
Title

11-3-2023
Date

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

   Commercial Risk Management, Inc.
   (Name of Corporation, Partnership, Individual, etc.)

   a Corporation, formed under the laws of Florida
   (Type of Business) (State or Province)

   of which he/she is partner/president.
   (Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Susan E Theis — President/CEO

Susan E Theis
AFFIANT'S NAME

President/CEO
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 3 Day of November 2023

Personally Known X Or Produced Identification

Type of Identification

MELODY C. SMITHSON
MY COMMISSION # HH 066461
EXPIRES: December 7, 2024
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: 12.07.24

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☑ YES ☐ NO

Commercial General Liability:	Indicate Best Rating:	A++
	Indicate Best Financial Classification:	XV
Business Auto:	Indicate Best Rating:	A++
	Indicate Best Financial Classification:	XV
Professional Liability:	Indicate Best Rating:	
	Indicate Best Financial Classification:	

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☑ NO

Indicate Best Rating: A-
Indicate Best Financial Classification: XV

If answer is NO, provide name and address of insurer:

Technology Insurance Company, Inc.
59 Maiden Lane 43rd Floor
New York,New York 10038

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☑ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☑ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Susan E Theis
Typed or Printed

Signature 

Date November 3, 2023

Title President/CEO
(Company Risk Manager or Manager with Risk Authority)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

President/CEO
Title

Commercial Risk Management, Inc.
Contractor/Firm

PO Box 18366 Tampa, FL 33679
Address

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee;
and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification.
Failure to provide the information requested will result in denial of certification as a local business.

Business Name: Commercial Risk Management, Inc.	
Current Local Address: N/A	Phone: Fax:
If the above address has been for less than six months, please provide the prior address. Length of time at this address:	
Home Office Address:	Phone: Fax:

_____ _____
Signature of Authorized Representative Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ ,20_____
By _____ of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____ as identification.

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

_____
Title or Rank

_____
Serial Number, If Any

Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.

    a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.

    b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.

5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

Susan E Theis
Signature

11-3-2023
Date

Capabilities and Experience – Tab 1

A. Description of the general capabilities and experience (including resumes, licenses, and certifications) of Adjusters, Case Managers, and Designated Staff

Commercial Risk Management, Inc. is presenting a proposal for Leon County for Third Party Administration for Workers' Compensation Claims.

Commercial Risk Management, Inc. has read, understands, and will provide the scope of services as outlined in Proposal Number BC-2024-002.

Commercial Risk Management, Inc. has been providing workers' compensation administrative services to self-insured clients since 1975.

Commercial Risk Management, Inc. provides services for 48 self-insured clients in diverse industries including municipal, hospitals, transportation, schools, construction, retail, and others.

Commercial Risk Management, Inc.'s roster of services includes workers' compensation claims administration, liability claims administration, telephonic nurse case management, underwriting, accounting, loss control consulting, claims management, excess insurance placement, actionable analytics, quality assurance, continuing education opportunities, customizable programs, latest technology advancements, exceptional customer service, bill review vendor placement, and pharmacy benefit management vendor placement. Commercial Risk Management, Inc. is consistently expanding and tailoring our services to better serve our clients' needs.

Commercial Risk Management, Inc. will assign an experienced claims team to Leon County for their Workers' Compensation Program. This team will be led by senior managers/owners: Susan E. Theis, President/Chief Executive Officer; Lorie Dove, Chief Operations Officer; Bobbie Culver, Executive Vice President; and Marissa Shearer, Executive Vice President.

The individual who will assume primary responsibility for Leon County's obligations for their Workers' Compensation program under any resulting contract is Bobbie Culver, Executive Vice President/Claims. Ms. Culver will ensure Leon County's expectations are met in a timely manner. With Ms. Culver's experience, she will provide ideas and solutions to Leon County as well as suggestions for the, sometimes, sensitive issues that may arise.

Ms. Culver will also observe and/or manage the following:

- Troubleshoot issues and provide effective solutions

- Identify desired outcomes and deliver program improvements
- Monitor claims trends and audit claims handling procedures to ensure exceptional customer service and claims service deliverables
- Provide an annual Stewardship Presentation to review reports, service performance, benchmarking, claim trending/loss analysis reports, and specialized interactive reporting (alongside Marissa Shearer)

Marissa Shearer, our Executive Vice President/Quality Assurance and Analytics Manager, will work closely with the claims team to provide training and insight on rules and regulations set forth by the Division of Workers' Compensation. Some of the key areas that Ms. Shearer oversees are the Electronic Data Interchange form filings and indemnity benefit payments. Ms. Shearer also works directly with the data analyst team to provide custom and interactive claim information reports to our clients.

The Senior Claims Supervisor will be Cathy Weiser. Ms. Weiser oversees the workers' compensation claims team. She will supervise the daily claims handling of the adjusters assigned to Leon County. She will work closely with Leon County to ensure the flow of work is appropriate and prompt. Ms. Weiser reviews all incoming workers' compensation claims and makes the appropriate assignment to the Claims Representative, the Claims Specialist, or the Senior Claims Specialist. She monitors claims until their conclusion. Ms. Weiser coordinates all activities with the client including the quarterly claims meetings. Ms. Weiser also coordinates the bill review and PBM services.

Also included in Leon County team will be a Senior Claims Specialist, Lynnette Lo Bianco and a Claims Specialist, Alina Quintana. The Senior Claims Specialist will conduct a complete investigation on any questionable claim and submit a recommendation for acceptance or denial to the County. The Senior Claims Specialist will establish the preferred providers with the County and will work closely with these preferred providers to control the ultimate cost of the claim and to pursue effective closure. The Claims Specialist will coordinate care for each injured worker, often collaborating with the nurse if assigned, and will be prompt in their contact with each injured worker, taking the time necessary to explain benefits fully. The Claims Specialist will process timely and accurate payments to the injured workers.

A Claims Representative, Elizabeth Landa-Trujillo, will also be assigned to Leon County's team. Ms. Landa-Trujillo ensures injured workers stay at work, coordinates their medical care, routinely answers questions they may have, and monitors/guides the claim to MMI/closure.

We have included employee bios/resumes for the proposed team following Tab 1 – Capabilities and Experience.

In addition to the Senior Claims Specialist, Claims Specialist, and Claims Representative, Commercial Risk Management, Inc. provides a subrogation recovery team. The adjusting team will have clerical support and claims assistance support. Leon County will be assigned an account manager who will oversee the checking account activity as well as monthly and ad hoc reports.

Our telephonic case management team (TCM) is available for services when indicated. Commercial Risk Management, Inc. only assigns TCM to every claim when requested by the client. Medical case management may be utilized based on criteria established with the client, and if the case management will benefit the claim from either a medical or a cost containment standpoint. If field nurse case management is necessary, the client and adjuster will agree and choose the vendor. Vocational case management may be utilized where return to work is not an option, and the claim or defense of a claim may benefit.

Our team of professionals will engage and collaborate with Leon County's stakeholders to mitigate and control claims' costs. We will advance the goals and outcomes anticipated, reduce costs, and lend unyielding support for the overall vision of your program. Commercial Risk Management, Inc.'s adjusters are proactive and take ownership of their claims. We practice cost containment while delivering prompt and accurate medical and indemnity benefits to the injured workers. Our team approach to claims handling results in better claims resolution without litigation and with cost savings. Commercial Risk Management, Inc. will effectively manage all new and existing workers' compensation claims.

Commercial Risk Management, Inc. will continuously review claim development for Leon County, so that adjustments can be made in the program to positively impact the cost of risk. We closely monitor all claim counts so claims can be adjusted in the most efficient manner. Commercial Risk Management, Inc. provides a yearly comprehensive stewardship report to Leon County. This report gives Leon County valuable information about their claim development, closing ratio, comparative/analytical data, and recommendations that assist in making critical decisions for improvement of the program.

Commercial Risk Management, Inc. has strategic partnerships and alliances with a select group of service providers. These partnerships are designed to increase the operational efficiencies, improve program results, and reduce the overall costs of claims.

The level of service we provide is achieved through a closer individual approach to all aspects of your self-insured workers' compensation program. Communication is the key to the success of your program.

B. CRM's experience with administering a Workers' Compensation program since 2015 for a client in Florida with presumption claims

Commercial Risk Management, Inc. has serviced Polk County Board of County Commissioners for 38 years.

First Responders are subject to Occupational Disease Claims and F.S. 112.181. Municipalities require that adjusters handling these types of claims be educated in the different statutory requirements associated with these claims. Due to time constraints for handling Heart/Lung cases, special instructions will be put together upon award of contract for handling of these files.

Managing claims for municipalities requires a unique and specialized set of skills. Commercial

Risk Management, Inc. has adjusters and supervisors who have been specifically trained in the investigation of and management of claims involving F.S. 112.18, the presumption statute. Each municipal client has its own policy and procedures regarding the management of these anomalous claims, depending on the structure of their organization and human resource environment. With our continued success of adhering to our clients' specific policies and procedures, Commercial Risk Management, Inc. will easily adapt and implement the County's specific policies and procedures.

Commercial Risk Management, Inc. has been successful in collaborating with its clients in establishing a distinct program particularly targeting Heart and Lung/First Responders claims. This includes identifying cardiologists who understand the Heart and Lung Presumption, Nurse Case Managers who specialize in the management and coordination of treatment and return work, and legal partners to assist in mitigating the exposure in these potentially costly claims. Because of our level of expertise, we have seen a reduction in litigation and overall employee dissatisfaction that many times accompanies the Heart and Lung/First Responders claims.

Due to the time constraints involved in investigating these claims, Commercial Risk Management, Inc. has an established claims handling protocol for all claims that fall under the Heart and Lung Presumption.

Upon Receipt of a Notice of Injury from a First Responder, the Senior Adjuster will do as follows:

- Complete contact with the First Responder and explain the 4 prongs as defined by statute.
    - If they have been seen by a cardiologist or in the ER, the adjuster will ask if they have any documentation advising them of what the diagnosis is.
    - Explain they will be completing an investigation and advise of the 14-day rule compared to the 120-day pay and investigate.
    - Explain that it is standard protocol for all cardiac claims to get a recorded statement and that they need to cooperate with the investigation so that compensability can be determined quickly.

- Contact the Employer
    - Request the pre-employment physical and personnel file.
    - Request return to work information.
    - Determine if the employer has any medical documentation taking the First Responder out of work or a release to return to work either with or without restrictions.
    - Document return to work status and if it is in the same position or in a light duty position to include full duty with any altering of job duties.
        - Inability to take the physical assessment test could constitute disability.

- Assign a recorded statement
    - Advise the field adjuster to secure a recorded statement along with a

signed medical release. Instruct the adjuster to procure all medical records from any current treating physicians as well as any prior treating physicians.

- Assign Field Nurse Case Manager
  - With employer approval, assign a Nurse Case Manager with cardiac experience.
  - Request Nurse Case Manager schedule appointment with cardiologist familiar with the presumption.

- Send cardiac presumption letter to cardiologist prior to appointment.
  - Include any medical records in possession.
  - Send copy of pre-employment physical.

- Complete all the above activities within the 14-day rule. Determine if we have enough information to make a compensability determination and proceed accordingly:
  - With employer approval, deny claim if First Responder does not meet all 4 prongs.
  - If we do not have enough information, invoke the 120-day rule.
  - Initiate any benefits due and owing and continue investigation.
  - Monitor for cardiologist response to cardiac presumption letter.
  - Discuss compensability with the employer's assigned defense counsel, if indicated and authorized by the employer.

C. CRM's experience with administering a Workers' Compensation program since 2015 for a client with more than 1500 full time employees.

Commercial Risk Management, Inc. began servicing Pasco County Board of County Commissioners on October 1, 1988. We continue to administer their workers' compensation program, and as of April 1, 2023, we started servicing their liability program.

Commercial Risk Management, Inc. facilitated the implementation of the County's bill review and PBM programs. We assisted the County with developing their Rx formulary and established first fill parameters which specifically include anti-viral medications that are necessary to protect the County's first responders in the event of an occupational exposure. Commercial Risk Management, Inc. continuously reviews both programs and makes recommendations for cost savings when appropriate. We recognized the opportunity for the County to obtain additional cost savings with a different bill review program. Commercial Risk Management, Inc. was instrumental in transferring the County to the new bill review platform, ensuring a smooth transition, and continued timely payment of bills. We present savings reports for both the bill review and pharmacy programs. All reports are reviewed for accuracy, and we address any areas of concern.

Commercial Risk Management, Inc. tailors reports to the specific needs of the County's Risk Management team. We provide frequency reports by body type, cause, and nature which are broken down by department for loss control and education.

Commercial Risk Management, Inc. assisted the County with the selection of their defense counsel and presented litigation guidelines to control and mitigate claim costs. We work with defense to ensure the litigation guidelines are adhered to and review all legal bills for appropriateness.

The Commercial Risk Management, Inc. team has worked with medical providers to ensure prompt medical treatment for all injured workers. Prior to the County opening their wellness clinics, we worked directly with the management of MedExpress to provide prompt medical treatment immediately following an industrial accident on behalf of the County's employees. Initial treatment would be provided without requiring advanced authorization, including after hours and weekends. We worked with MedExpress to obtain prompt referrals and timely receipt of the DWC-25 forms. When the County opened the employee wellness clinics, Commercial Risk Management, Inc. met with the Medical Director, Dr. Jeanne McGregor, to assist with workflow and to educate the wellness team on the on the workers' compensation program. Commercial Risk Management, Inc. has met with other medical providers on the County's workers' compensation panel to reinforce the practices put in place, address the needs of the injured workers, and ensure the best possible outcomes.

Commercial Risk Management, Inc. provides continuing education to our staff and Pasco County on any statutory changes and relevant case law. We strategize with Pasco County and continuously look for ways to mitigate claim costs. When Pasco County Sheriff's Office had an influx of exposure claims, the Human Resources Director at the Sheriff's Office and the claims supervisor at Commercial Risk Management, Inc. met with the Medical Director at the Medical Center of Trinity to educate the provider on the exposure portion of the statute. Following this meeting, the claims were reported and handled in accordance with the statute resulting in significant cost savings.

Commercial Risk Management, Inc. recognizes employee relations and communication are important aspects of a successful workers' compensation program. By respecting the employees, we gain their trust and improve the already stressful workers' compensation experience. Our claims supervisors and adjusters work diligently with various County departments to ensure a flow of information and provide guidance as needed.

D. CRM's experience with administering a Workers' Compensation program since 2015 involving first responders and Sheriff Offices.

Commercial Risk Management Inc. began servicing Manatee County on October 1, 2009. We continue to administer their workers' compensation program.

During the onboarding process, Commercial Risk Management, Inc. met with the Sheriff's Department and created a workflow that would allow the County to continue to provide the employee's full salary while they are temporarily disabled due to their workers' compensation injury. Commercial Risk Management, Inc. in turn reimburses the County for the benefits due and owing in accordance with the Florida workers' compensation statute. Following the implementation of this payment method, we noted a positive perception from the employees regarding the workers' compensation claims process.

Commercial Risk Management, Inc. assisted Manatee County with identifying cardiologists who understand the Heart and Lung Presumption. We implemented claims investigation and claims handling protocols that were specific to claims arising out of the Heart and Lung Presumption. Commercial Risk Management, Inc. held multiple educational seminars regarding the Heart and Lung Presumption to educate the County's staff. We also implemented claims handling protocols for claims arising out of the PTSD statute. Commercial Risk Management, Inc. continues to strategize with the County and defense counsel on ways to mitigate the County's exposure in both areas.

Commercial Risk Management facilitated the implementation of the County's bill review and pharmacy benefit management programs. We assisted the County with developing their Rx formulary and established first fill parameters which specifically include anti-viral medications that are necessary to protect the County's first responders in the event of an occupational exposure. Commercial Risk Management, Inc. continuously reviews both programs and makes recommendations for cost savings when appropriate.

Susan E. Theis, CWC, Owner/President/Chief Executive Officer



Ms. Theis began her career with Commercial Risk Management, Inc. in 1980. She holds an All Lines adjuster license in the state of Florida and is Board Certified in Workers' Compensation with the Florida Department of Insurance, Division of Workers' Compensation. Ms. Theis has held many positions at Commercial Risk Management, Inc. She became the President in 1998, then became co-owner of Commercial Risk Management, Inc. in December of 2011.

Ms. Theis is a member of the Association of Workers' Compensation Claims Professionals (WCCP) and attends Public Risk Management Association meetings. She is a Board Member of the Florida Association of Self-Insureds. Ms. Theis is an accomplished speaker and has participated in many panel discussions such as the Telehealth discussion panel, where she spoke alongside board certified physicians and a highly acclaimed attorney. Ms. Theis is an invaluable resource for existing and potential self-insureds. Her extensive experience and knowledge of the workers' compensation industry are exhibited through her ability to assist in developing specific self-insured programs. She has assisted in educational programs for certain key employees and/or departments at a self-insured client's request.

In her current position at Commercial Risk Management, Inc., Ms. Theis oversees the administration of the workers' compensation programs, ensuring the success of each program. She coordinates and assists with financial discussions, including outstanding liabilities, with each self-insured client. Ms. Theis provides all Unit Stat and Outstanding Liability reporting to the Department of Financial Services, Workers' Compensation Division. To ensure that the service provided to our clients exceeds standard, she selects and assists in supervising the staff and dedicated unit for each program.

Lorie D. Dove, CWCL, Owner/Corporate Officer/Chief Operations Officer



Ms. Dove has been with Commercial Risk Management, Inc. since 1983. She has an Associate of Science degree in Accounting and holds an All Lines adjuster license in the State of Florida. She is a member of the Association of Workers' Compensation Claims Professionals (WCCP) and is Board Certified in Workers' Compensation Litigation with the Florida Department of Insurance, Division of Workers' Compensation. Ms. Dove was efficient in several positions at Commercial Risk Management, Inc., receiving multiple promotions over the years. She became the Vice President of Operations in 2004, was promoted to Chief Operations Officer in 2007, then became the co-owner of Commercial Risk Management, Inc. in December of 2011.

Ms. Dove serves on the Executive Board of Directors as Chairperson for the Association of Workers' Compensation Claims Professionals (WCCP). She has been a Board member since December of 2011 and previously held the position of Secretary. The position she holds is dedicated to the purpose of raising the level of professionalism in the Workers' Compensation Claims Community through education and communication. She participates in numerous conferences throughout the year including the Florida Bar Forum, WCCP Claims Management and Leadership Conference, Florida Self-Insured Association, Risk Management Society, and Public Risk Management Association.

Ms. Dove's current position at Commercial Risk Management, Inc. is to oversee the financial and reporting component of the self-insured programs. She is responsible for hiring, training, and managing the claims data analytic positions, along with additional clerical positions, to ensure accurate data that follows a strict internal control from an SSAE 18/Type 2 SOC standpoint. Ms. Dove is also the systems administrator for our custom software. She manages all aspects of the software including the in-house programmers, all importing/exporting, the remote users, and the conversion of all new clients. Ms. Dove oversees all custom, analytic, and interactive reporting for the clients. She is the Account Manager for our clients for the MMSEA Section 111 Mandatory Reporting to CMS. In addition, she continues to manage the Florida Self-Insurers Guaranty Association, Inc.'s program, which represents all insolvent self-insured accounts handled by the State of Florida.

Marissa Shearer, MBA, CWCL, Owner/Executive Vice President



Ms. Shearer has been employed with Commercial Risk Management, Inc. since 2008. She graduated from the University of South Florida with a Bachelor of Arts degree in English Literature in 2013 and her Master of Business Administration (MBA) degree in 2023. Ms. Shearer has an All Lines adjuster license in the State of Florida and is a member of the Association of Workers' Compensation Claims Professionals (WCCP), an organization in which she also served as Marketing and Conference Manager. She is Board Certified in Workers' Compensation Litigation with the Florida Department of Insurance, Division of Workers' Compensation. Ms. Shearer has attended training classes with the Division of Workers' Compensation and is well versed in Florida Statute 440 as well as the 69L rules.

Ms. Shearer has held varying positions within Commercial Risk Management, Inc., including Quality Assurance and Analytics Manager. Due to her proven ability to excel in every assignment, she was promoted to the Vice President of Quality Assurance and Analytics in September of 2019. Ms. Shearer became Executive Vice President and co-owner in January of 2021. Ms. Shearer's leadership skills have allowed her to naturally succeed in the supervision of the adjusting team's claims handling processes. She works closely with the Quality Assurance Analyst team and claims team, providing training and insight into rules and regulations set forth by the Division of Workers' Compensation. Ms. Shearer ensures State reporting is completed timely and accurately. She also monitors lost time claims to ensure adherence to the aforementioned rules and regulations and best practice procedures. In addition, she manages all aspects of Medical EDI as well as the Centralized Performance System (CPS) Portal for each self-insured client. Ms. Shearer works directly with the Division of Workers' Compensation for State audits. Under her supervision, two clients were awarded the Distinguished Conduct and Exemplary Service Award at the 2023 WCI Annual Conference. Ms. Shearer also oversees all filings with SDTF and CMS for recovery.

Ms. Shearer creates and oversees the development of metric, dashboard, custom, and interactive reports to assist with claims mitigation and benchmarking. She provides and presents an analytical strategy to cost containment. Ms. Shearer attends annual claims review meetings to provide stewardship reports for clients, which includes an overview of detailed, trending claim information. She performs regular data integrity and quality control checks to identify areas of improvement and oversees report enhancements. She serves as a technical resource/subject matter expert on analytical tools and processes. Ms. Shearer also mentors and provides technical training to the adjusting and adjuster support staff.

Bobbie Culver, CWCL, Owner/Executive Vice President/Claims Manager



Ms. Culver has been involved in Claims and Risk Management since joining Commercial Risk Management, Inc. in 1997. She holds an All Lines adjuster license in the State of Florida. Ms. Culver has held many positions within Commercial Risk Management, Inc. such as Assistant Vice President of Claims as of 2010. She was promoted to Vice President of Claims in 2015 and became Executive Vice President and co-owner in January of 2021.

Ms. Culver is a member of the Association of Workers' Compensation Claims Professionals (WCCP), the Sarasota/Bradenton Claims Association and attends Public Risk Management Association meetings. She is Board Certified in Workers' Compensation Litigation with the Florida Department of Insurance, Division of Workers' Compensation. Ms. Culver has participated in panel discussions including the National Public Risk Insurance Management conference and has spoken alongside Honorable Chief Judge David Langham on Workers' Compensation Updates. Her dedication to leadership in workers' compensation is reflected not only in the workplace, but also in her personal life. She has been an integral part of the annual Perillo-Stafford Leukemia foundation Golf Tournament which assists individuals and families who are struggling financially due to a terminal illness. Ms. Culver also participates in the Give Kids the World Service Project at the WCI annual conference, as well as the Hope Challenge and Make a Wish Pillow Challenge.

In her current position, Ms. Culver supervises the daily claims handling of adjusters. She works directly with the self-insured client, making sure that information is exchanged promptly and appropriately. Ms. Culver reviews all incoming claims, assigns to the appropriate adjuster with special handling instructions, and monitors all claims until their conclusion. She coordinates quarterly claims review meetings, including coordinating any bill review or pharmacy management company reports. She also presents annual Stewardship Reports, focusing on the specific needs of the workers' compensation program. Ms. Culver has been influential in developing Wellness Programs and strategic plans for legacy claims resolution for many of her clients.

Cathy Weiser, CWCL, Senior Claims Supervisor



Ms. Weiser has been employed by Commercial Risk Management, Inc. since 2002. She has been in the workers' compensation industry since 1990 and has over 20 years of experience in workers' compensation and employer's liability law. Prior to her employment with Commercial Risk Management, Ms. Weiser worked for RskCo Services, a National Third Party Administrator, where she was designated the lead claims professional over the workers' compensation programs for University Community Hospital and the City of Tampa. When Commercial Risk Management acquired the City of Tampa, we were thrilled to retain Ms. Weiser as part of our workers' compensation team. Ms. Weiser is a member of the Association of Workers' Compensation Claims Professionals (WCCP) and has attended special training sessions designed to enhance her knowledge of investigating, evaluating, and managing complicated workers' compensation claims. She is Board Certified in Workers' Compensation Litigation with the Florida Department of Insurance, Division of Workers' Compensation.

In her current position, Ms. Weiser manages programs for clients such as Lakeland Regional Health Systems, Johns Hopkins All Children's Hospital, Manatee County and the City of Boynton Beach. She supervises the daily claims handling of adjusters assigned to self-insured employers for whom she is responsible. She works directly with the self-insured client in making sure that information is exchanged promptly and appropriately. Ms. Weiser reviews all incoming claims, assigns to the appropriate adjuster with special handling instructions and monitors all claims until their conclusion. She coordinates claims review meetings to include bill review or pharmacy management company reports.

Ms. Weiser has a complete understanding of the complexities involved in the heart and first responder presumptive laws to include F.S. 112.18, F.S. 112.181 and F.S. 112.185. She understands the proper application of Medicare-Set-Aside guidelines and has the intuitive resolve to recognize and pursue potential fraud under the Statute. Ms. Weiser has the experience to manage all claims including catastrophic claims and claims involving third party recoveries, the reinsurance carrier, and Special Disability Trust Fund claims. She understands the nature of the relationships between, and the importance of communication with each department, Risk Management and the adjuster. She has assisted in the development of preferred providers for the self-insured employer, including assisting in the selection of the defense team and coordination of the development of the employer's Wellness Center.

Lynnette Lo Bianco, Senior Claims Specialist



Ms. Lo Bianco has worked in the workers' compensation industry as an adjuster since 2017. She is a member of the Association of Workers' Compensation Claims Professionals (WCCP) and has attended special training sessions designed to enhance her knowledge of investigating, evaluating, and managing complicated workers' compensation claims. Ms. Lo Bianco is enrolled in courses to secure board certification in workers' compensation with the Florida Department of Insurance, Division of Workers' Compensation.

Ms. Lo Bianco manages complicated lost time and litigated claims from inception to closure. She has specific expertise in claims that are unique to healthcare organizations and municipalities. Ms. Lo Bianco has a complete understanding of the complexities involved in the heart and first responder presumptive laws to include F.S. 112.18, F.S. 112.181 and F.S. 112.185. She fully participates in settlement negotiations, mediations and court proceedings and has offered her expert testimony on multiple occasions in depositions and final hearings. Ms. Lo Bianco understands the proper application of Medicare-Set-Aside guidelines and has the intuitive resolve to recognize and pursue potential fraud under the Statute. She has the experience to manage all claims including third party recoveries, the reinsurance carrier, Special Disability Trust Fund and catastrophic claims.

Ms. Lo Bianco has managed claims for self-insured employers since 2017; therefore, she understands the nature of the relationships between and the importance of communication with each department, Risk Management, and the adjuster. She has assisted in the development of preferred providers for the self-insured employer, including assisting in the selection of the defense team. Ms. Lo Bianco not only has the knowledge and experience to recognize potential fraudulent claims, but she also has the tenacity to collect the necessary documentation in order to have a successfully prosecuted claim.

Alina Quintana, Claims Representative



Ms. Quintana joined Commercial Risk Management, Inc. in September of 2019. She began handling medical only claims and was promoted to handling lost time claims in February 2022. Ms. Quintana is fully licensed and is a member of the Association of Workers' Compensation Claims Professionals (WCCP). She has attended classes specifically designed to enhance her knowledge in investigation, compensability determination and overall management of workers' compensation claims.

Ms. Quintana has extensive experience in managing claims unique to hospitals and municipalities. Ms. Quintana handles complicated lost time claims from inception to closure. She employs claims management techniques and directs intervention (referrals for nurse case management, independent medical examinations, and utilization review) to manage and mitigate claims effectively. She has knowledge of jurisdictional requirements and implements applicable case law when developing claims handling strategies. Ms. Quintana has the experience necessary to identify issues that require further investigation including compensability, subrogation, major contributing cause, and potential fraudulent activity.

Ms. Quintana manages, without hesitation, all claims involving third party recoveries, claims involving the Reinsurance carrier and Special Disability Trust Fund claims. Because she has worked exclusively with self-insured clients, she understands the importance of communication with both the injured worker as well as with the management team at the employer. Ms. Quintana is attuned to the needs unique to self-insured employers and works closely with her clients in the daily management of their claims.

Elizabeth Landa-Trujillo, Claims Representative



Ms. Landa-Trujillo joined Commercial Risk Management, Inc. in April 2021 as a claims adjuster assistant. Due to her remarkable skillset, she was promoted to a medical only adjuster. Ms. Landa-Trujillo is a bilingual adjuster with full professional proficiency in English and Spanish. She is licensed in the State of Florida and is a member of the Association of Workers' Compensation Claims Professionals (WCCP). She has attended classes specifically designed to enhance her knowledge in investigation, compensability determination and overall management of workers' compensation claims. Ms. Landa-Trujillo is proficient in managing any aspect of a medical only claim.

Ms. Landa-Trujillo understands the importance of the attention to detail required of medical only claims as these are the claims that, when neglected, can become potentially costly claims. She has the experience necessary to identify issues that require further investigation including subrogation, major contributing cause, and fraudulent activity. Ms. Landa-Trujillo has been successful in pursuing and collecting subrogation recoveries for her clients and for preparing cases for denial based on major contributing cause or potential fraud. She is attuned to the needs unique to self-insured employers and works closely with her clients in the daily management of their claims.

Approach to Providing Claims Services – Tab 2

A. Process and approach to transferring all claims data and any and all other documentation (open and closed) associated with all current and prior claims along with claims services

The proposed plan would be completed no later than March 30, 2024. Commercial Risk Management, Inc. will begin handling new claims as of December 15, 2023. There is no charge for the data conversion.

Upon selection of Commercial Risk Management, Inc., an implementation meeting would be held to coordinate a smooth transition. We would meet initially within one week with Leon County to set up the specific details of the transfer. Commercial Risk Management, Inc. would provide agendas and minutes regarding each meeting. We would coordinate a timely and efficient transition of all existing claims data from the current system. We would ensure claim conversions are accurate with respect to data integrity, including but not limited to data mapping, historical financial transactions, and payment history and classification. Included below are the implementation actions:

- Set initial meeting with Leon County to discuss details of data elements that would like to be seen in the reports
- Request test information from Leon County/prior TPA and begin data conversion and necessary programming. The following items will be necessary:
    1) Record layout identifying field positions and descriptions and the format of the data elements
    2) Data dictionary and Tables of Values
    3) Summary loss run report displaying the claims and financial totals of data
- Set up individualized plans of claim reporting
- Discuss and set up coding so loss reports can be sorted in accordance with Leon County's needs
- Discuss and establish the distribution of reports
- Discuss and set up daily protocols for obtaining authority for claims activity
- Set up and train Leon County's team on the Commercial Risk Management, Inc. Claims System
- Set up checking account and discuss banking/financial needs and reports with appropriate personnel
- Get final data for conversion
- Pick up any hard copy files (specific date to be determined)

Upon award of the contract, Commercial Risk Management, Inc. would contact the prior TPA to select a final date for claims handling and payments. Commercial Risk Management, Inc. would be in continuous contact with Leon County and the prior TPA to affect a smooth transfer for such items as payments, mediations, etc. Our IT Department would request the layout from the prior TPA, compare for changes to our program to import the data, and request a test file. As soon as the prior TPA has made the last payment, the final data export would take place. All data transferred from the prior TPA would be converted into our claims system. Commercial Risk Management, Inc. would then verify and balance the data. This historical data allows for continued reporting of loss trends and analytics.

The actual claim files, if paper, and any unprocessed mail would be picked up by Commercial Risk Management, Inc. (at no cost to Leon County) and delivered to our office on a date just prior to or as soon as available from the prior TPA to Commercial Risk Management, Inc.'s inception/start date. The open files would be reviewed by the supervisor and senior adjuster. All new claims would begin to be reported to Commercial Risk Management, Inc. as soon as Leon County desires.

Any mail received by the prior TPA would be forwarded to Commercial Risk Management, Inc. as it is received.

Training and orientation of Leon County's employees with our claims system would be performed and the Commercial Risk Management, Inc. staff would visit with Leon County as often as necessary.

Our implementation and work with Leon County would continue throughout the year, and an annual report would be provided. We would continue to review and learn the policies and procedures of Leon County, assist in implementation changes, and assist in education in areas that Leon County may request or Commercial Risk Management, Inc. may suggest.

During the transition process, we would communicate as necessary to ensure that a smooth transition takes place.

Commercial Risk Management, Inc. has completed numerous data conversions for large, self-insured clients. We have not experienced any data issues that have caused delays. Since we have a custom developed system, we transfer the data in any format into our system. We have imported data from multiple third-party administrators and self-administered programs.

See Implementation Process Schedule at the end of Tab 2.

CLAIMS SERVICES:

Commercial Risk Management, Inc. will assume the complete handling of all prior claims as well as new claims originating from the effective date of this Agreement. It is required that claims data and any and all other documentation (open and closed) associated with all current and prior claims be transferred into Commercial Risk Management, Inc.'s computer information system to ensure future County loss runs will contain a complete history of all claim years. The transfer of all claims data shall be completed no later than March 30, 2024.

Commercial Risk Management, Inc. (CRM) will provide the following claims services:

- Receive notice of claims, set up and maintain files for the Self-Insured for the duration of the Agreement.
- The Self-Insured's claims will be handled by a licensed adjuster. Each claim will be reviewed by a Supervisor on the same day that it is received.
- Three-point contact among the Self-Insured, the injured employee, and the medical provider is accomplished within 24 hours of receipt of the claim.
- Investigate to determine validity and compensability of the claim.
- Pursue subrogation after consultation with the Self-Insured to make sure hold harmless and waiver of subrogation agreements preclude such recoveries.
- Determine proper benefits that are due.
- Make timely payments, both indemnity and medical.
- Coordinate the medical care including the IME and the return-to-work process with the Self-Insured. Outside case management or telephonic case management will only be performed with the approval of the Self-Insured.
- All medical bills are reviewed by the adjuster and then sent for fee schedule reduction and PPO reduction by a third party. The Company will pay all medical bills in accordance with the State Rules.
- Outside adjusters or investigators will be used only with the approval of the Self-Insured.
- Prepare documentation and defenses of claims or issues deemed not compensable and assist legal counsel in preparing for hearing, mediations and appeals.
- Maintain and provide the Self-Insured with data on all claim payments.
- Report of claims to the excess insurance companies and the Self-Insured as required.
- Litigation management is employed by the adjuster and coordinated with the Self-Insured.
- Quality assurance and claims review meetings are held on a quarterly basis.
- Conduct educational meetings for client regarding workers' compensation issues.
- Maintain continuing education requirement for staff in accordance with the State licensing requirements.
- Coordinate bill review and PPO discount issues with third party chosen by the Self-Insured.
- Ensure that Self-Insured will be compliant with Medicare, Medicaid and SHIP extension act.
- Monitor Medicare set asides when necessary at time of settlement negotiations.

CRM will adhere to the list of claims services in Leon County's Scope of Services.

a. Develop specific service procedures compatible with the needs and organizational structure of Leon County for the handling County's claims and for the handling of Leon County's catastrophic claims.
b. Develop and follow appropriate written policies to address employee's request for a second opinion, questions on medical evaluation and grievance. These should be communicated to County's Risk Management staff.
c. Provide necessary forms and instructions for use. Such forms are to include appropriate First Reports of Injury with mailing address of primary recipients preprinted thereon.
d. As necessary, complete Average Weekly Wage (AWW), 13-week salary computations, Medicare set-aside projections and other W/C indemnity payments.
e. Develop and follow appropriate written policies when (i) the injured employee requests a second opinion, (ii) medical evaluation is questioned, or (iii) grievance report is filed.
f. Enhanced efforts shall be taken to identify possible fraudulent claims including recorded statements from claimants and discussions with the claimant's supervisors. Collaborate with Leon County on all investigations.
g. Leon County shall be notified of all potential settlements and the final decision for all settlements shall rest with Leon County. Any settlement is to include preparation and actuation of all necessary stipulations, compromise, and release agreements.
h. In conjunction with Leon County Risk Management, Commercial Risk Management, Inc. may employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims. If it is in the best interest of Leon County to delegate any aspect of this function to Commercial Risk Management, Inc., Leon County reserves the right to do so.
    (i) Leon County may select specific vendors and pricing schedules for the following services: Legal services, Field Case Management, Translation services, Transportation services, Rehabilitation, Claim specific medical care providers, Surveillance and Investigation services, Medicare Set-Aside (MSA) services, Independent Medical Examination (IME), Subject matter experts, and Court Reporting services. However, if it is in the best interest of Leon County to use vendors the Commercial Risk Management, Inc. has existing relationships with and set pricing with, Leon County reserves the right to do so.
    (ii) Must be able to review all bills for such services for reasonableness and conformity to any pre-established rates, fees, or contract requirements and have the ability to adhere to any set pricing schedules. Invoices not meeting Leon County's contract requirements must be rejected to the vendor, or reduced by the amount of the error, with an appropriate explanation to the vendor and appropriate record in the claim.
    (iii) Must agree to work collaboratively with these outside professionals, including data sharing, portals, and other methods for sharing

information.

i. Advise the County when defense attorney assignment is necessary on a file. The County shall approve and designate any assigned counsel. Commercial Risk Management, Inc. shall provide the defense attorney with a complete copy of the file in question when an assignment is made.

j. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.

k. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The adjuster handling the claim file will provide an updated written file report within 48 hours after the hearing, deposition, mediation, or other proceeding.

l. At the request of Leon County, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to the Risk Manager.

m. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution, or indemnity and/or recovery from special or second injury funds on behalf of Leon County. Collaborate with Leon County prior to initiating subrogation or third-party liens.

n. Minimally provide a quarterly review of all open cases and complete a strategic action plan in order to assist in the settlement of the cases. Such written reviews shall include a review and verification of outstanding reserves. Participate in quarterly reviews of field case management progress and legal progress. A written summary of the review shall be documented in the open case file and shall be provided to Leon County within ten (10) working days after the end of the period for which the report is being made. It is anticipated that at least three (3) claim reviews will be done annually in person at Leon County's offices.

o. The supervising adjuster shall consult with Leon County's Risk Manager, or designee thereof, and refer all questionable or contested cases and those with an estimated value in excess of $5,000.

p. Aid in communications/coordination with Leon County's safety and accident prevention program staff as necessary including providing claims data needed to target safety and prevention initiatives.

q. Document and establish reserves on a periodic basis for all claims. Review previously set reserves on a regular basis and adjust as necessary. Initial reserves set at or greater than $50,000, and reserve changes greater than $25,000, require Leon County approval.

r. Assist, as appropriate, in the scheduling of independent medical examinations.

s. Monitor the purchase of items deemed to be medically necessary for the accommodation of an injured employee and obtain approval from the Risk Manager, or designee thereof, for these items.

t. Follow all provisions of Florida Statutes regarding medical benefit entitlement and administration.

u. Respond to any records requests in a timely manner.

v. Leon County Risk Management personnel will be able to upload information to claim files and set alerts for adjusters.

Implementation Process



Operational Approach – Tab 3

A. ADMINISTRATIVE SERVICES:

Commercial Risk Management, Inc. will provide the following administrative services:

- Prepare and mail all 1099 forms as required by the Internal Revenue Service.
- Provide accurate completion of all unit statistical reports required by the State along with the annual Report of Outstanding Workers' Compensation Liabilities.
- Unclaimed Property Report made with the Florida Department of Financial Services on an annual basis.
- Monitor all potential new Florida State Claim Rules and Rules for Self-Insurers.
- Provide annual SSAE-18 (SOC) audit report
- CRM provides check stock for check printing. Claims bank checking account reconciled by CRM. Positive Pay service is provided daily. Bank service charges are the responsibility of the Self-Insured.
- Monitor Central Performance System.
- Comply with all State Rules relative to EDI and process all claims forms electronically with the Division of Workers' Compensation.
- The loss reports will be generated monthly and sent to the Self-Insured after the close of the month. One complete loss report will be made available to the Self-Insured's Actuary on an annual basis. Ad hoc reports available at no additional cost.

Commercial Risk Management, Inc. will adhere to the list of administrative services below which is contained in Leon County's Scope of Services.

a. In accordance with state mandated time frames, prepare (with Leon County's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.

b. In accordance with state mandated time frames, prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal).

c. Prepare, maintain, and file statistical or other records and reports as required by Leon County's excess insurers. Report claims to Leon County's excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the reports to Leon County. Follow specific written investigation

procedures for any case for which the Excess Workers' Compensation Insurer requires specific notification or investigation.

d. Will provide Leon County's Risk Management, a quarterly report with all current claims where excess money is outstanding.

e. Submit requests to excess carrier for all payments above each claim's Self-Insured Retention to obtain the proper reimbursement for the County. The reimbursement checks shall be forwarded to Leon County and the amount recovered shall be entered into Commercial Risk Management, Inc.'s claims information system.

f. In accordance with state mandated time frames, prepare, maintain, and file statistical information required by Workers' Compensation Rating Bureaus (DFS-F2-SI-17) or appropriate state agencies, including EDI and data necessary for the promulgation of experience modifications.

g. Fully comply and submit all required filings, rules, regulations, and guidelines or procedures established by Leon County, the State of Florida and Federal including EDI (Electronic Data Interchange), IRS Form 1099, all reporting required by the Medicare Secondary Payer provisions.

h. Prepare, maintain and submit/file Unit Statistical Report and any information required by Rating Bureaus and/or appropriate state agencies.

i. Annually, provide Leon County with a SSAE-18 audit as required by the financial auditors.

j. Provide advance notice and coordinate in advance with Leon County any audits associated with the County's Workers' Compensation program.

k. Prepare and file with the appropriate state agency on behalf of the County, all applications required for the County's continued qualification as a self-insurer.

l. Prepare, maintain, and file all records and reports as may be required by governmental authorities (State or Federal) in the required data format.

m. Prepare, maintain, and file statistical data, records, or reports as required by excess insurers, County's actuary, and the State of Florida in the required data format.

n. Prepare and follow provisions specific to Leon County, for approval by Leon County, for ensuring that in the event of an emergency, e.g., hurricane preparedness, including how Commercial Risk Management, Inc.'s services will continue, how Leon County's employees will be paid indemnity in advance, and how they will be instructed on obtaining medical care and prescriptions.

o. Recognize that Leon County will be continuing a Workers' Compensation program which focuses on respecting the injured worker and the medical providers providing care. Commercial Risk Management, Inc. must be committed to work collaboratively with Leon County to effect program changes and enhancements as requested by Leon County.

p. Maintain a Florida office with service personnel available from 8:00 a.m. to 5:30 p.m.

B. TELEPHONIC CASE MANAGEMENT SERVICES:

Commercial Risk Management, Inc. in conjunction will Leon County shall:

a. Use Registered Nurses and/or vocational counselors to provide telephonic/field visit case management services for all appropriate claims. Case managers will be:
   (1) Licensed (Registered Nurses) and/or certified (Registered Nurses and vocational counselors) by the Florida Division of Workers' Compensation as qualified rehabilitation providers; and
   (2) Experienced in Florida Workers' Compensation medical/disability case management.
   (3) If in the best interest of Leon County, existing case management nurses may be utilized, to fulfill this service.
b. Provide the following services in cooperation with Leon County:
   (1) Medical care coordination, including evaluation of appropriate referrals and approvals for specialty care, surgeries, physical therapy, and diagnostics.
   (2) Provide review of requests for DME, treatments and other procedures.

Commercial Risk Management, Inc. uses outside professionals for field case management. If it is in the best interest of Leon County to use vendors Commercial Risk Management, Inc. has existing relationships with and set pricing with, Leon County reserves the right to do so.

C. FIRST NOTICE OF INJURY SERVICES:

Commercial Risk Management, Inc. (CRM) will provide the following First Notice of Injury services:

a. An online electronic and/or 24-hour telephonic reporting of employee Notices of Injury with direct access and tracking ability.
b. CRM will report the First Notice of Injury to the State of Florida in a timely manner and will accept responsibility for penalties for late notice to the State of Florida when caused by other reason than the delay of Leon County.
c. CRM will review all notices of injury received from Leon County, conduct adequate, timely and complete 24-hour contact investigation of claims regardless of exposure (24 hours from first notice to WC management organization, not 24 hours from when adjuster received notice), exercise professional judgment in accepting or denying claims (with County's approval) and medically manage claim in accordance with Florida Statutes.
d. CRM will coordinate the medical treatment of all claims by promptly setting appointments and authorizing necessary physician referrals and treatments. CRM will provide access to a provider network with preferred/high quality providers,

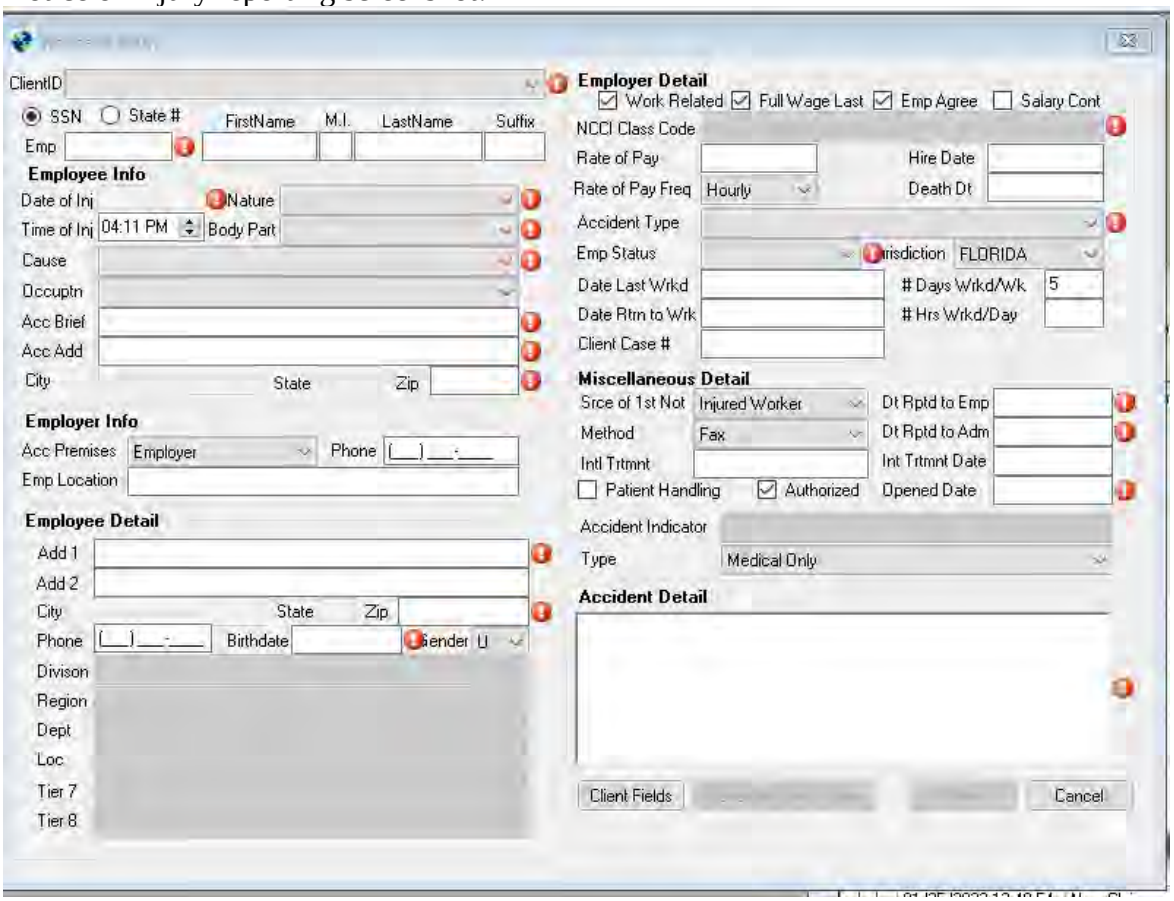
particularly in key specialties, such as: physical therapy, specialized doctors, hospitals etc.

e. CRM will provide rehabilitative services for injured employees including consultation for retraining or reassignment of employees with limited physical performance arising from covered injuries.

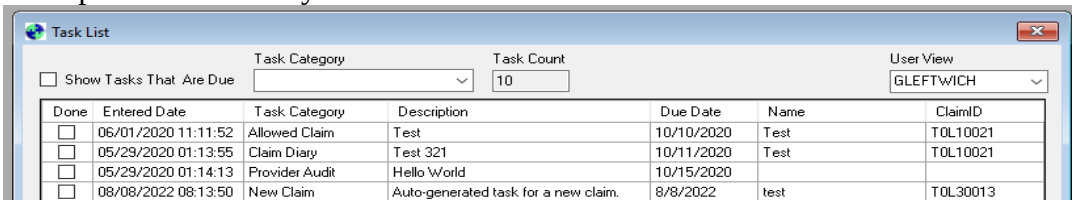
f. CRM will provide to the County, at no additional cost, real-time electronic, internet accessible claims file data, including but not limited to adjuster's notes, supervisory notes, nurse's notes, diary items, payment records, reserves, and medical bills.

g. Workers' compensation claims involving no payment or no medical treatment are reported by Leon County for inclusion in the data base as "report only claims" (ROC). These reports shall be maintained by Commercial Risk Management, Inc. but shall NOT be included in reports to the State on the DFS-F2-SI-17.

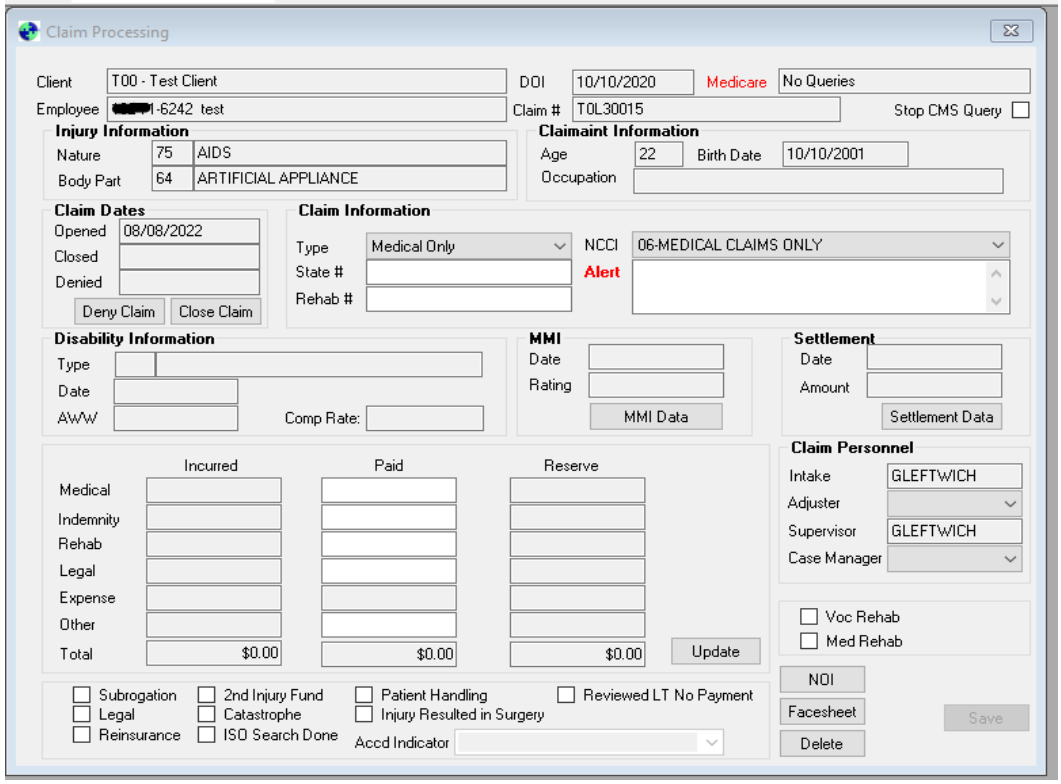
Notice of Injury reporting screenshot:



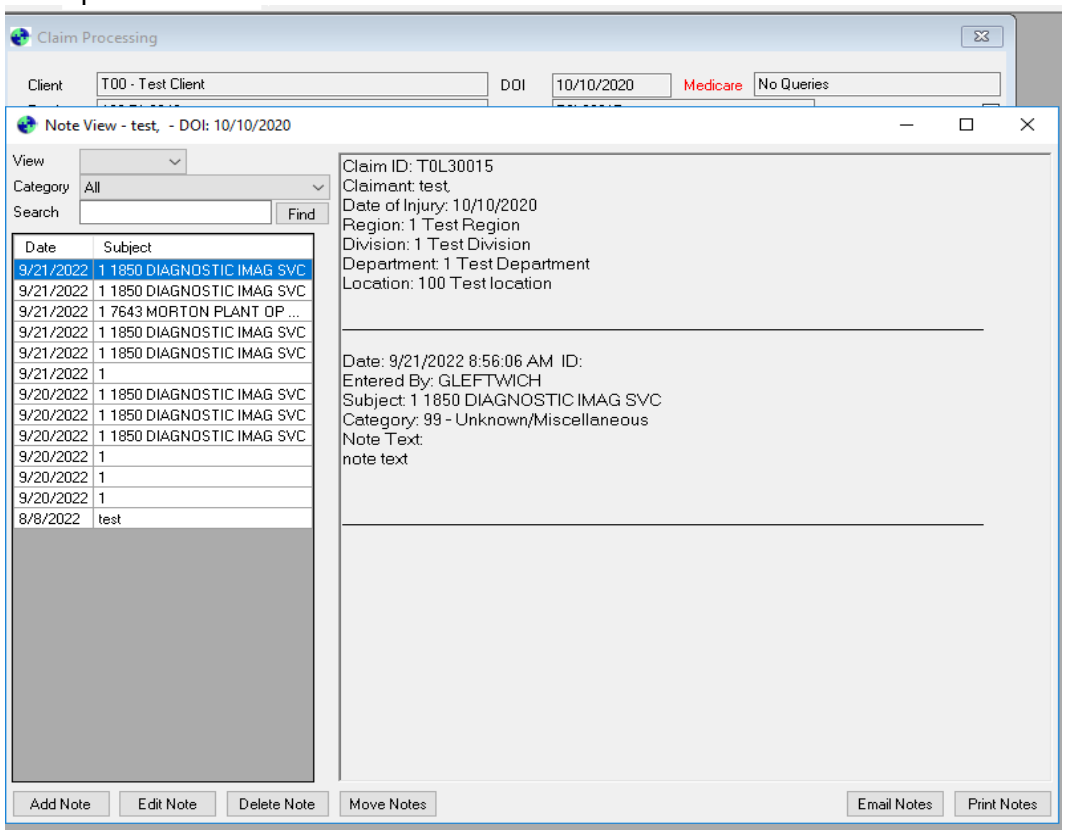
Example of claims diary items



Example of claims data front screen:



Example of claims notes:



D. MEDICAL INVOICE REVIEW, PAYMENT, AND AUDIT SERVICES

A. Leon County's loss fund account will be maintained at a Financial Institution chosen by the County. The County will pay all service fees that are normal and customary in this account. All interest earned or service credits generated will accrue to the benefit of the County.

a. Commercial Risk Management, Inc. shall comply with Florida laws concerning public deposits.
b. All claims or expense payments shall be made by Commercial Risk Management, Inc. on checks drawn on the County's account. It is understood and agreed upon that all funds in this account are County funds and shall be returned to the County upon request or at termination of this Agreement.
c. Commercial Risk Management, Inc. shall be responsible for the monthly reconciliation of the County's loss fund account and shall provide monthly bank statements and a check register to Leon County Risk Management and Clerk of Courts Finance Department, showing the transactions that occurred during the month and the current balance in the account. The reconciliation should show the balance at inception of statement period, deposits, disbursements cleared by date and payee, balance at the close of statement period.
d. All charges related to these services, except for the Allocated Loss Adjustment Expenses, shall be included in the annual claims administration fee. Any costs associated with programming changes that are necessary to create a report required by the County are the responsibility of Commercial Risk Management, Inc.

B. Commercial Risk Management, Inc. will provide the following medical invoice review, payment, and audit services. We have a strategic partnership with Rising Medical Solutions for bill review services.

a. Review all medical invoices and invoices for other services for which a claim is being made for reasonableness and conformity to rules, regulations, legally imposed medical and surgical fee schedules, application of all network discounts and Leon County contracts.
   (a) Promptly review medical/surgical invoices (in and out of network) for accuracy including, but not limited to, as they relate to the following:
      (i) Duplicate billings
      (ii) Unbundling of charges
      (iii) Upcoding of charges
      (iv) Approval and appropriate precertification
   (b) Review all medical invoices that:
      (i) Are not subject to fee schedule coding
      (ii) Are for services not specifically addressed in the fee schedule
      (iii) Need an in-depth medical interpretation of the rules and regulations

(iv) In the exercise of professional judgment, specifically warrant review

(c) Pay vendor invoices (medical, attorneys, surveillance, etc.), within 20 days of delivery to Commercial Risk Management, Inc.

(d) Rejected invoices should be recorded in the claim and visible to Leon County.

(e) Leon County values timely payment of its financial obligations. Rejected or disputed invoices that contain obvious obligations, or may relate to authorized treatment, even though less than the amount invoiced, must be tracked and followed up on in a timely manner.

b. Reimburse Leon County for any overpayments or mispayments made in the invoice review process, indemnity payment process, disability payment process, and other similar processes, within 30 days of identification of overpayment. Reimburse Leon County for any penalties and/or interest associated with inaccurate payments. This reimbursement obligation is independent of Commercial Risk Management, Inc.'s ability to recover the overpayment.

c. For Medical Auditing Services:

(a) Audit in-network and out-network hospital/providerinvoices

(i) Exceeding $5,000, and

(ii) Others at Commercial Risk Management, Inc.'s discretion or specific request by Leon County for accuracy and appropriateness.

(b) Develop and follow written policies on how late charges, no show charges, and special payment arrangements are to be handled and seek Leon County's approval of the policies.

d. Develop and provide communication materials to explain the policies and procedures of the Medical Bill Review and Audit Services to:

(a) Leon County

(b) Medical providers

e. Develop and follow written grievance procedures for provider concerns.

E. PHARMACEUTICAL MANAGEMENT SERVICES:

Commercial Risk Management, Inc. will provide prescription benefit management (PBM) services with Alius Health.

Alius Health is a transparent PBM that puts your injured workers first. By offering a transparent pricing model we've removed the conflicts of interest that have plagued our industry for years. We are here to ensure your injured workers receive the most cost-effective medications with no out of pocket costs. Under this program our clients see:

- Up to a 78% discount off of AWP
- 25% reduction in the average cost per prescription
- 15% reduction in the average scripts filled per claim

- Access to over 74,000 pharmacies nationwide
- First fill and mail order programs
- Clinical Drug Utilization tools available for the adjuster
- Integration with the prescriber's electronic medical records platform

F. CLAIMS MANAGEMENT AND INFORMATION SYSTEM:

Commercial Risk Management, Inc. will provide claims management/information system services as follows:

A. Keep County's Risk Management staff informed of any significant regulatory or industry changes affecting the workers' compensation program.

B. Provide training and continuing education to County staff, at no additional charge, on workers' compensation topics of interest to the County, including but not limited to case law updates, regulatory or rule changes, claims management best practices and medical consumerism updates.

C. Train Risk Management designees on claims process relative to reporting work related injury, including accessing Commercial Risk Management, Inc.'s claims management system (at no additional cost to County). See RMIS information below for more details on claims system.

D. Participate in training and education provided by County staff and/or consultants to the County, or updates on changes in County policies relating to the workers' compensation program at no additional charge to the County.

E. Provide peer review and utilization review as appropriate.

Below is our RMIS claims system information for full details. Also included are sample workers' compensation reports after Tab 3.

CLAIMS INFORMATION SYSTEM

DATA EXCHANGES AND DATA MANAGEMENT

Commercial Risk Management, Inc. contracts with a third-party data center and works in a cloud environment. The servers are maintained off-site in a secure building with multiple levels of both physical and software security. Complete data backup is performed incrementally on a nightly basis with a complete backup performed weekly.

Our clients can access their data via our secure website. This custom web application was developed in-house by our IT team. All users that require access to the web application will be given a username and password to access the application. We enforce password requirements that comply with HIPAA standards and require users to change their password every 90 days.

Our system is comprehensive, and the client will have access to their information including but not limited to claim files; adjuster, supervisor and nurse case management notes; ability to set diary items; payment records; medical, legal and all other bills. Also included are reserve and recovery information, correspondences, and forms. Our scanned documents are housed in each claim file for easy access and completeness of each file. You can also summarize notes and payments. We would be happy to demonstrate our system either at your place of business, or we welcome a visit to our office in Tampa. We can also present our system via a screen sharing platform.

Following is a description of our claims information reporting system:

CAPABILITY OF THE RISK INFORMATION MANAGEMENT SYSTEM (RIMS)

Commercial Risk Management, Inc. reports are accurate and timely, flexible and customizable. We can modify existing reports or design client specific reports. This is at no additional charge.

Our system captures a vast amount of data, and that data can be presented to the client as often as needed in the format that is meaningful to the client such as an Excel that is not locked down which allows the client to manipulate the data. Commercial Risk Management, Inc. employs full time IT professionals who continue to develop and maintain the system. As this team is employed by and housed at Commercial Risk Management, Inc., there is no delay in any request for changes or upgrades requested by management, staff, or client. We can customize electronic data interface with our clients, servicing partners, bill review companies, pharmacy management companies, excess carriers, and agencies. As a client, you will have remote accessibility to live data and integrated scanned documents that are part of each claim file.

Our reports will give the client truly worthwhile and meaningful information that provides current, accurate and analytical data on overall costs and in a manner acceptable to the Risk Manager. Reports will be provided on a monthly basis in whichever quantity is desired. These reports will indicate, but not be limited to, location, claim number, date of accident, name, accident description, department/division, name and code, status of claim, actual paid, reserves, and incurred. This can be separated by type of claim.

Standard reports are accessible via remote access (real time – live data) in a user-friendly capability. Commercial Risk Management, Inc. will determine the report types and needs of the client in order to fulfill the specific needs.

E-Alerts are another custom feature of the Commercial Risk Management, Inc. system. This feature is tailored specifically to the client and sends a real time, instant e-mail notification of action taken place in the system to you and staff. For example: form completion, indemnity payments, reserve notifications.

Our technology will give you, the client, increased usability, specialized solutions, pro-active enhancement, and superior response and support that cannot be matched.

CRM – Risk Administration Software

Claim Entry

Flexible Data Entry

Our system allows you to control the entry of your Workers' Compensation and Liability claims by online Notice of Injury/Incident entry via our web application secured by SSL - or you can leave the entry to us.

Extensive Data Capture

Our information system captures and stores more of your claim data, allowing our reports to give you the most accurate picture of your claims.

Claim Processing

Detailed Data Tracking

The system separately tracks medical/BI, indemnity/PD, rehabilitation, litigation, and expense incurred and payment information.

Forms & State EDI

Our system generates all required Workers' Compensation forms and stores them for future reference and/or use. State Required EDI transactions are generated and automatically uploaded.

Adjuster Notes/Diaries

We store all adjuster notes and diaries in our system to give you a complete picture of each individual claim.

Scanned Documents

We have integrated scanned documents into our system allowing you to view important claim documents.

Duplicate Bill Identification

The system identifies duplicate charges which prevents costly overpayments.

E-Alerts

The system sends real-time instant emails notifying you and your staff of any action that has taken place in the system. For example, notifications are currently sent to specific clients for form generation, payments, and reserve changes. Since our system is custom built and maintained by our in-house developers, we can create new email notifications for any event that occurs on a claim.

Medicare Insurer Reporting

Our system handles all aspects of Medicare Insurer Reporting, from querying Medicare for eligibility to submitting required reports directly to Medicare.

Financial Management

Complete Financial Management

All financial aspects of your program (funding, check payments, reimbursement, recoveries, 1099s, etc.) are handled by our system, giving our reports unparalleled accuracy and detail.

In-house Check and 1099 Processing

We print and mail all checks and 1099 forms in-house. We never use third party printing services, keeping your financial data more secure.

Reporting

State of the Art

We have incorporated today's technology into our reporting system, utilizing email, FTP, and EDI capabilities. We can deliver your reports any way you need them.

Comprehensive

Our system has dozens of standard reports, allowing immediate and in-depth analysis of your business.

Versatile

All reports can be produced in any format needed (Excel, Hard Copy, PDF, etc.).

Customizable

Our in-house programming staff will quickly and accurately modify any existing reports to your specifications or create a report of your design.

Interactive

Stewardship reporting is provided in an interactive format for a yearly comparison analysis.

Customization

Completely Custom

Our system has been designed and customized by us. Over 40 years of Risk Management and Claims experience has been compiled and infused into our system.

Completely Customizable

Our in-house programmers can deliver any type of customization – reports, data tracking, EDI, Imports, Exports, etc. We can give you unequalled control of your data.

Custom EDI

We can build any type of import or export process giving you as much or as little data as you need to interface with any other software product. If extensive programing is necessary, a fee will be determined.

Timely Customizations

Customization can be done in a fraction of the time it takes the big, out-of-the-box Risk Management systems.

Security & Accessibility

Internal Security

Our modular internal security allows job-specific access to our system, preventing users from accessing parts of the system unrelated to job tasks.

Internet Access and Security

Our web application uses SSL certificates to give you a secure connection to your data. In addition, our web server and database server are housed in a secure facility

"COMPANY NAME" - Account Evaluation thru 08/31/2019

Policy Inception	Policy Number	Total Claims	Open Claims	Medical Claims	LT Claims	Monthly Paid	Total Paid	Total Reserves	Total Incurred	Total Recoveries	Net Incurred
1/1/2019	490-14	544	133	393	150	$216,142.63	$850,026.73	$477,762.84	$1,327,789.57	$0.00	$1,327,789.57
1/1/2018	490-13	817	28	542	274	$102,413.38	$2,633,997.58	$262,517.26	$2,896,514.84	$11,241.95	$2,885,272.89
1/1/2017	490-12	791	10	554	235	$2,718.58	$2,368,220.27	$106,839.56	$2,475,059.83	$15,932.24	$2,459,127.59
1/1/2016	490-11	1257	3	990	236	$3,338.48	$2,658,845.20	$227,399.68	$2,886,244.88	$12,648.24	$2,873,596.64
1/1/2015	490-10	823	5	670	136	$16,721.72	$2,940,504.36	$73,701.58	$3,014,205.94	$5,344.52	$3,008,861.42
1/1/2014	490-09	850	1	735	103	$584.35	$1,784,239.24	$6,413.27	$1,790,652.51	$1,756.88	$1,788,895.63
1/1/2013	490-08	791	0	708	76	$16.52	$1,672,516.40	$0.00	$1,672,516.40	$2,926.52	$1,669,589.88
1/1/2012	490-07	953	1	852	99	$181.10	$1,844,763.78	$40,874.54	$1,885,638.32	$18,701.07	$1,866,937.25
1/1/2011	490-06	852	0	741	107	$0.00	$1,821,533.51	$0.00	$1,821,533.51	$4,874.76	$1,816,658.75
1/1/2010	490-05	819	0	718	88	$0.00	$2,416,826.92	$0.00	$2,416,826.92	$12,028.06	$2,404,798.86
1/1/2009	490-04	985	0	852	126	$0.00	$2,533,741.94	$0.00	$2,533,741.94	$11,315.39	$2,522,426.55
1/1/2008	490-03	896	1	769	119	$2,042.56	$2,370,141.32	$253,568.12	$2,623,709.44	$2,201.12	$2,621,508.32
1/1/2007	490-02	1040	2	881	151	$3,169.81	$2,864,893.20	$72,863.56	$2,937,756.76	$12,303.67	$2,925,453.09
1/1/2006	490-1	1247	0	1039	193	$0.00	$2,685,100.18	$0.00	$2,685,100.18	$4,323.49	$2,680,776.69
GRAND TOTALS		**12665**	**184**	**10444**	**2093**	**$347,329.13**	**$31,445,350.63**	**$1,521,940.41**	**$32,967,291.04**	**$115,597.91**	**$32,851,693.13**

"COMPANY NAME" WORKERS COMPENSATION
CLAIMS: 01/01/1999 - 08/31/2019 **CLAIM STATUS: ALL**
ACTIVITY: 08/01/2019 - 08/31/2019 **CLAIM TYPE: ALL**

Claim Number Claimant Full Name	Date of Injury Date Closed	Part of body Cause of injury	Medical Paid (Activity)	Indemnity Paid (Activity)	Rehab Paid (Activity)	Litigation Paid (Activity)	Total Paid (All)	Medical Paid (All)	Indemnity Paid (All)	Rehab Paid (All)	Litigation Paid (All)	Total Incurred	Current Reserve	CLAIM TYPE	Division	Region
12345678 JOHN DOE	01/30/2012 03/21/2012	LUMBAR OR SACRAL AREAS PUSHING OR PULLING	302.46	0.00	0.00	0.00	1,531.58	1,531.58	0.00	0.00	0.00	1,531.58	0.00	MO		
12345678 JOHN DOE	06/27/2012	MULTIPLE BODY PARTS FALLING OR FLYING OBJECT	2,066.06	0.00	0.00	24.44	3,114.33	3,089.89	0.00	0.00	24.44	3,500.00	385.67	MO		
12345678 JOHN DOE	08/03/2012	NECK-SOFT TISSUE LIFTING	721.81	0.00	0.00	0.00	721.81	721.81	0.00	0.00	0.00	750.00	28.19	MO		
12345678 JOHN DOE	08/05/2012	EYE(S) ABSORPTION, INGESTION, INHALATION, NOC	1,025.35	0.00	0.00	0.00	1,025.35	1,025.35	0.00	0.00	0.00	2,000.00	974.65	MO		
12345678 JOHN DOE	07/19/2012 08/15/2012	ANKLE FALL, SLIP, OR TRIP NOC	289.42	0.00	0.00	0.00	289.42	289.42	0.00	0.00	0.00	289.42	0.00	MO		
12345678 JOHN DOE	08/09/2012	TOE(S) FALLING OR FLYING OBJECT	193.59	1,080.42	0.00	0.00	1,274.01	193.59	1,080.42	0.00	0.00	5,000.00	3,725.99	LT		
12345678 JOHN DOE	08/22/2001	KNEE FALL FROM LIQUID/GREASE SPILLS	301.48	1,741.08	0.00	0.00	357,131.88	138,833.38	205,474.17	9,418.53	3,405.80	610,700.00	253,568.12	LT		
12345678 JOHN DOE	10/18/2008	ELBOW LIFTING	8,000.00	2,000.00	0.00	0.00	137,626.74	53,789.73	49,196.37	950.40	33,690.24	147,500.00	9,873.26	LT		
12345678 JOHN DOE	09/13/2009 03/01/2011	MULTIPLE BODY PARTS FALL ON SAME LEVEL	168.15	0.00	0.00	0.00	18,993.97	14,446.90	4,455.84	0.00	91.23	18,993.97	0.00	LT		
12345678 JOHN DOE	01/22/2011 08/24/2012	LUMBAR OR SACRAL AREAS FALL, SLIP, OR TRIP NOC	0.00	0.00	0.00	800.17	24,331.59	9,881.99	11,330.96	0.00	3,118.64	24,331.59	0.00	LT		
12345678 JOHN DOE	02/13/2012	FINGER(S) CUT,PUNCTURED BY NOC	1,718.12	602.26	0.00	0.00	55,656.31	37,383.82	18,203.96	0.00	68.53	75,000.00	19,343.69	LT		
12345678 JOHN DOE	03/31/2012	LUMBAR OR SACRAL AREAS PUSHING OR PULLING	2,450.00	2,550.00	0.00	1,924.55	17,291.76	4,307.18	2,550.00	0.00	10,434.58	25,750.00	8,458.24	LT		
12345678 JOHN DOE	04/10/2012	SHOULDER(S) FALL, SLIP, OR TRIP NOC	2,629.83	0.00	0.00	0.00	4,879.18	4,879.18	0.00	0.00	0.00	7,000.00	2,120.82	MO		
12345678 JOHN DOE	06/25/2012	KNEE FALL, SLIP, OR TRIP NOC	1,687.30	1,518.81	0.00	0.00	7,270.54	2,539.73	4,730.81	0.00	0.00	13,000.00	5,729.46	LT		
12345678 JOHN DOE	06/13/2012 08/08/2012	KNEE TWISTING	7,413.18	0.00	0.00	0.00	13,556.52	9,817.50	1,917.94	0.00	1,821.08	13,556.52	0.00	LT		
12345678 JOHN DOE	06/24/2012 08/27/2012	MULTIPLE BODY PARTS FALL, SLIP, OR TRIP NOC	182.35	0.00	0.00	0.00	1,364.75	1,364.75	0.00	0.00	0.00	1,364.75	0.00	MO		
12345678 JOHN DOE	06/28/2012 07/24/2012	ELBOW STRIKE AGAINST OR STEP ON NOC	82.45	0.00	0.00	0.00	164.90	164.90	0.00	0.00	0.00	164.90	0.00	MO		
		GRAND TOTALS	**29,231.55**	**9,492.57**	**0.00**	**2,749.16**	**646,224.64**	**284,260.70**	**298,940.47**	**10,368.93**	**52,654.54**	**950,432.73**	**304,208.09**			

FUND ACCOUNT TRIAL BALANCE REPORT

FUND ID : 000

FUND NAME: "COMPANY NAME"

PERIOD : 08/01/2019 to 08/31/2019

PAID DATE	SERVICE DATE	THRU DATE	TRAN TYPE	PAYEE ID	PAYEE NAME	CLM NUM	EMPLOYEE NAME	CHECK #	AMOUNT	BALANCE
8/1/2019					BEGINNING BAL					$ 7,649.74
8/5/2019	2/25/2019	3/9/2019	IND-PTS	19544	DOE,JANE	19544	DOE,JANE	4587	$ (832.60)	$ 6,817.14
8/5/2019	2/25/2019	3/9/2019	IND-PT	19544	DOE,JANE	19544	DOE,JANE	4588	$ (724.00)	$ 6,093.14
8/6/2019			DEPOSIT			FEB 2019 REQ-RS			$ 7,350.26	$ 13,443.40
8/8/2019	2/20/2019	2/20/2019	PHYSICIAN	59-1439797	Michael K Roberts D C P A	19691	DOE,JOAN	4589	$ (41.40)	$ 13,402.00
8/20/2019	3/10/2019	3/23/2019	IND-PTS	19544	DOE,JANE	19544	DOE,JANE	4590	$ (832.60)	$ 12,569.40
8/20/2019	3/10/2019	3/23/2019	IND-PT	19544	DOE,JANE	19544	DOE,JANE	4591	$ (724.00)	$ 11,845.40
8/26/2019			DISBURSEMENT			Feb. 2019 Bank Fee			$ (39.88)	$ 11,805.52
8/26/2019			DISBURSEMENT	95-3382819	CORVEL CORPORATION	PREMIUM PAYMENT		4592	$ (406.51)	$ 11,399.01
8/27/2019	2/13/2019	2/13/2019	PHYSICIAN	59-1439797	Michael K Roberts D C P A	19691	DOE,JOAN	4593	$ (41.40)	$ 11,357.61
8/27/2019	2/6/2019	2/6/2019	PHYSICIAN	59-1439797	Michael K Roberts D C P A	19691	DOE,JOAN	4594	$ (41.40)	$ 11,316.21
8/27/2019	2/3/2019	2/3/2019	PHYSICIAN	59-1439797	Michael K Roberts D C P A	19691	DOE,JOAN	4595	$ (41.40)	$ 11,274.81
8/27/2019	3/19/2019	3/19/2019	DRUGS	593-72-0653	myMATRIXX	19691	DOE,JOAN	4598	$ (18.56)	$ 9,455.57
8/27/2019	12/9/2011	12/9/2011	HOSPITAL	01-0861245	St. Anthony's Physicians	19544	DOE,JANE	4599	$ (1,282.92)	$ 8,172.65
8/27/2019	11/18/2011	11/18/2011	HOSPITAL	01-0861245	St. Anthony's Physicians	19544	DOE,JANE	4600	$ (1,282.92)	$ 6,889.73
8/27/2019	12/16/2011	12/16/2011	HOSPITAL	01-0861245	St. Anthony's Physicians	19544	DOE,JANE	4601	$ (1,033.05)	$ 5,856.68
8/30/2019	3/20/2019	3/20/2019	DRUGS	593-72-0653	myMATRIXX	19691	DOE,JOAN	4602	$ (68.59)	$ 5,788.09

POLICY	CHECKS	VOID/REFUND	NET TOTAL
480-1	$ 2,053.43	$ -	$ 2,053.43
480-2	$ 6,712.09	$ -	$ 6,712.09
Subtotal	$ 8,765.52	$ -	$ 8,765.52
Feb. '12 Bank Fee	$ 39.88	$ -	$ 39.88
Corvel	$ 406.51	$ -	$ 406.51
TOTALS	**$ 9,211.91**	**$ -**	**$ 9,211.91**

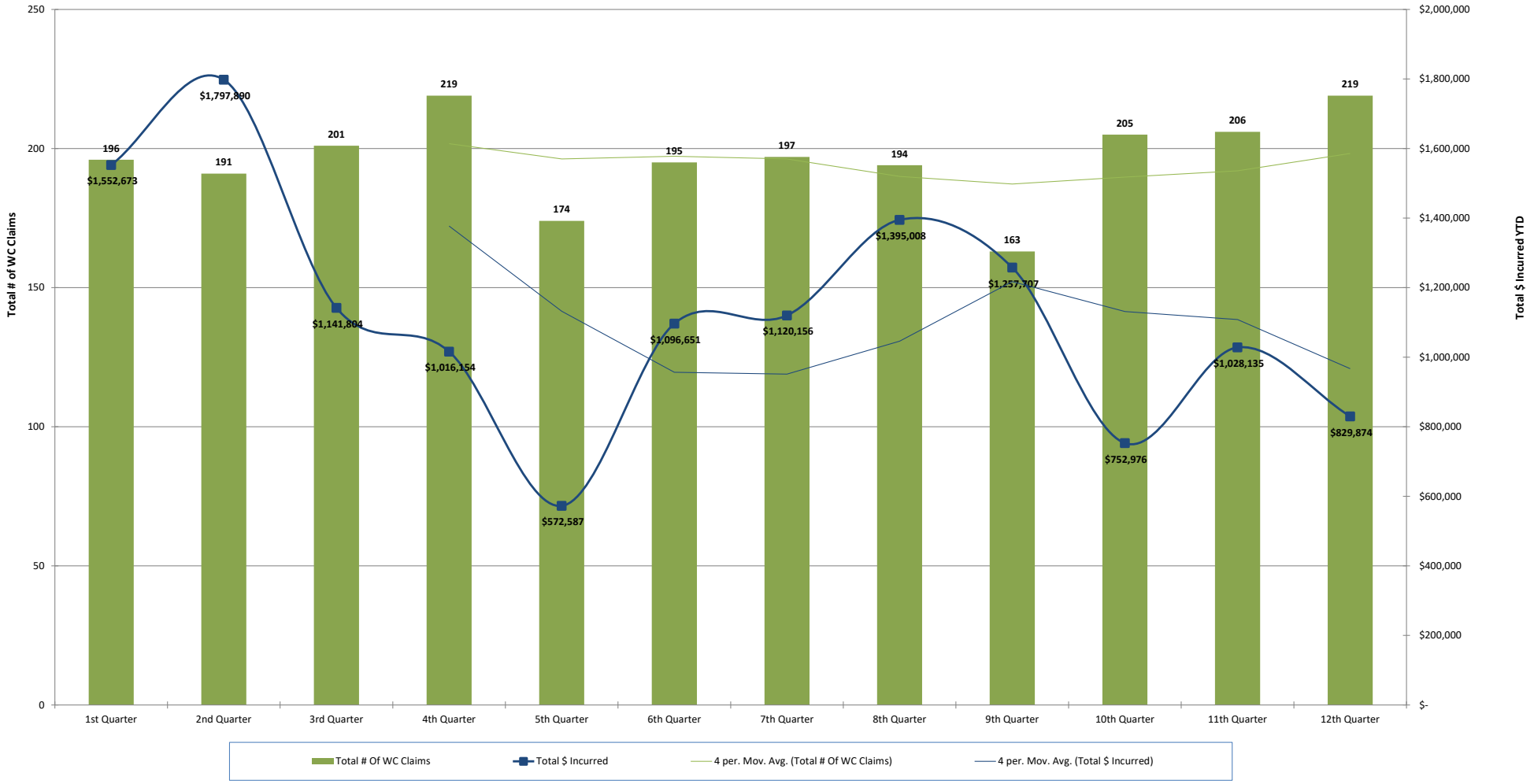
"COMPANY NAME"

3 POLICY YEAR COMPARISON

BY DEPARTMENT

	10/01/2017 - 12/31/2017					TOT PAID	10/01/2018 - 12/31/2018					TOT PAID	10/01/2019 - 12/31/2019					TOT PAID
DEPARTMENT	TOT	MED	INC	LT	PAIDS	ALL CLMS	TOT	MED	INC	LT	PAIDS	ALL CLMS	TOT	MED	INC	LT	PAIDS	ALL CLMS
010 - MAYOR'S OFFICE	0	0	0	0	$0.00	$0.00	0	0	0	0	$0.00	$0.00	0	0	0	0	$0.00	$0.00
015 - INTERNAL AUDIT	1	1	0	0	$1,677.43	$1,677.43	0	0	0	0	$0.00	$0.00	0	0	0	0	$0.00	$0.00
016 - ADMINISTRATION	0	0	0	0	$0.00	$0.00	0	0	0	0	$0.00	$0.00	0	0	0	0	$0.00	$0.00
017 - ARTS & CULTURAL AFFAIRS	0	0	0	0	$0.00	$0.00	0	0	0	0	$0.00	$0.00	0	0	0	0	$0.00	$0.00
018 - PUBLIC WORKS & UTILITY SVS	0	0	0	0	$0.00	$0.00	1	1	0	0	$1,313.84	$2,402.49	0	0	0	0	$0.00	$0.00
025 - GROWTH MGMT & DEVELOPMENT	0	0	0	0	$0.00	$71,869.30	0	0	0	0	$0.00	$69,351.80	1	1	0	0	$527.91	$69,591.04
025-01 GROWTH MGMT & DEVELOPMENT 2	0	0	0	0	$0.00	$0.00	0	0	0	0	$0.00	$0.00	0	0	0	0	$0.00	$2,993.96
026 - CODE ENFORCEMENT	3	2	1	0	$963.57	$2,266.73	1	1	0	0	$84.15	$3,336.42	0	0	0	0	$0.00	$1,206.20
027 - CLEAN CITY	2	2	0	0	$286.55	$8,659.87	0	0	0	0	$0.00	$2,514.85	0	0	0	0	$0.00	$4,413.78
050 - REVENUE & FINANCE	1	1	0	0	$0.00	$54,273.27	3	2	0	1	$4,020.63	$16,959.17	1	1	0	0	$0.00	$11,178.19
074 - FIRE & POLICE PENSION OFFICE	0	0	0	0	$0.00	$0.00	0	0	0	0	$0.00	$0.00	0	0	0	0	$0.00	$0.00
075 - UTILITY ACCOUNTING	0	0	0	0	$0.00	$75.06	1	1	0	0	$332.58	$332.58	0	0	0	0	$0.00	$1,795.21
085 - TECHNOLOGY & INNOVATION	0	0	0	0	$0.00	$0.00	1	1	0	0	$0.00	$0.00	0	0	0	0	$0.00	$406.54
090 - PURCHASING	0	0	0	0	$0.00	$499.56	0	0	0	0	$0.00	$574.26	0	0	0	0	$0.00	$15,891.10
130 - FIRE DEPARTMENT	58	35	21	2	$13,905.62	$473,594.66	39	20	9	10	$34,462.53	$478,620.16	35	27	1	7	$28,067.19	$672,692.69
145 - COMMUNITY RECS./HUMAN AFFAIRS	0	0	0	0	$0.00	$0.00	0	0	0	0	$0.00	$1,649.27	0	0	0	0	$0.00	$0.00
150 - POLICE DEPARTMENT	77	49	23	5	$16,549.07	$463,378.73	71	40	20	11	$84,094.19	$763,538.10	65	36	21	8	$46,757.04	$413,216.87
180 - SOLID WASTE	11	8	1	2	$5,041.68	$195,507.88	16	10	2	4	$11,027.34	$121,608.75	13	7	0	6	$27,192.66	$118,106.34
226 - PARKS	11	6	5	0	$3,859.91	$105,821.19	19	8	7	4	$4,168.83	$64,330.55	5	5	0	0	$1,859.57	$86,563.22
235 - RISK MANAGEMENT	0	0	0	0	$0.00	$525.00	0	0	0	0	$0.00	$0.00	2	2	0	0	$429.20	$429.20
250 - RECREATION	6	6	0	0	$2,368.54	$27,313.00	7	4	3	0	$1,127.39	$20,572.02	7	4	2	1	$1,452.11	$68,134.89
265 - CONVENTION CENTER	1	0	0	1	$0.00	$7,629.26	0	0	0	0	$0.00	$9,587.06	1	1	0	0	$0.00	$7,768.49
290 - PUBLIC WORKS	6	3	1	2	$140,005.89	$230,569.72	4	3	1	0	$3,308.62	$107,241.85	9	4	4	1	$3,586.35	$125,116.26
345 - FLEET MAINTENANCE	3	3	0	0	$1,729.58	$44,287.89	4	3	0	1	$3,722.22	$36,083.21	1	0	0	1	$2,334.29	$57,332.47
375 - PARKING	3	3	0	0	$2,475.59	$9,920.53	5	2	2	1	$734.13	$7,336.09	1	1	0	0	$244.54	$28,192.82
390 - WASTEWATER	8	6	2	0	$3,049.36	$88,044.42	9	5	4	0	$844.11	$60,800.19	6	3	3	0	$202.78	$39,509.44
391 - STORMWATER MANAGEMENT	10	4	6	0	$1,080.33	$27,959.61	7	4	1	2	$30,543.68	$42,645.36	4	1	3	0	$271.58	$39,834.92
400 - WATER	14	6	5	3	$7,897.11	$110,378.02	10	5	2	3	$1,156.03	$87,231.19	11	7	2	2	$4,146.71	$74,118.93
TOTALS	**215**	**135**	**65**	**15**	**$200,890.23**	**$1,924,251.13**	**198**	**110**	**51**	**37**	**$180,940.27**	**$1,896,715.37**	**162**	**100**	**36**	**26**	**$117,071.93**	**$1,838,492.56**

CLIENT COMPANY NAME
2015 SAFETY SCORECARD SUMMARY
(with 4 Quarter Running Average)
12 Most Recent Quarter Claims
as of 09/30/2019

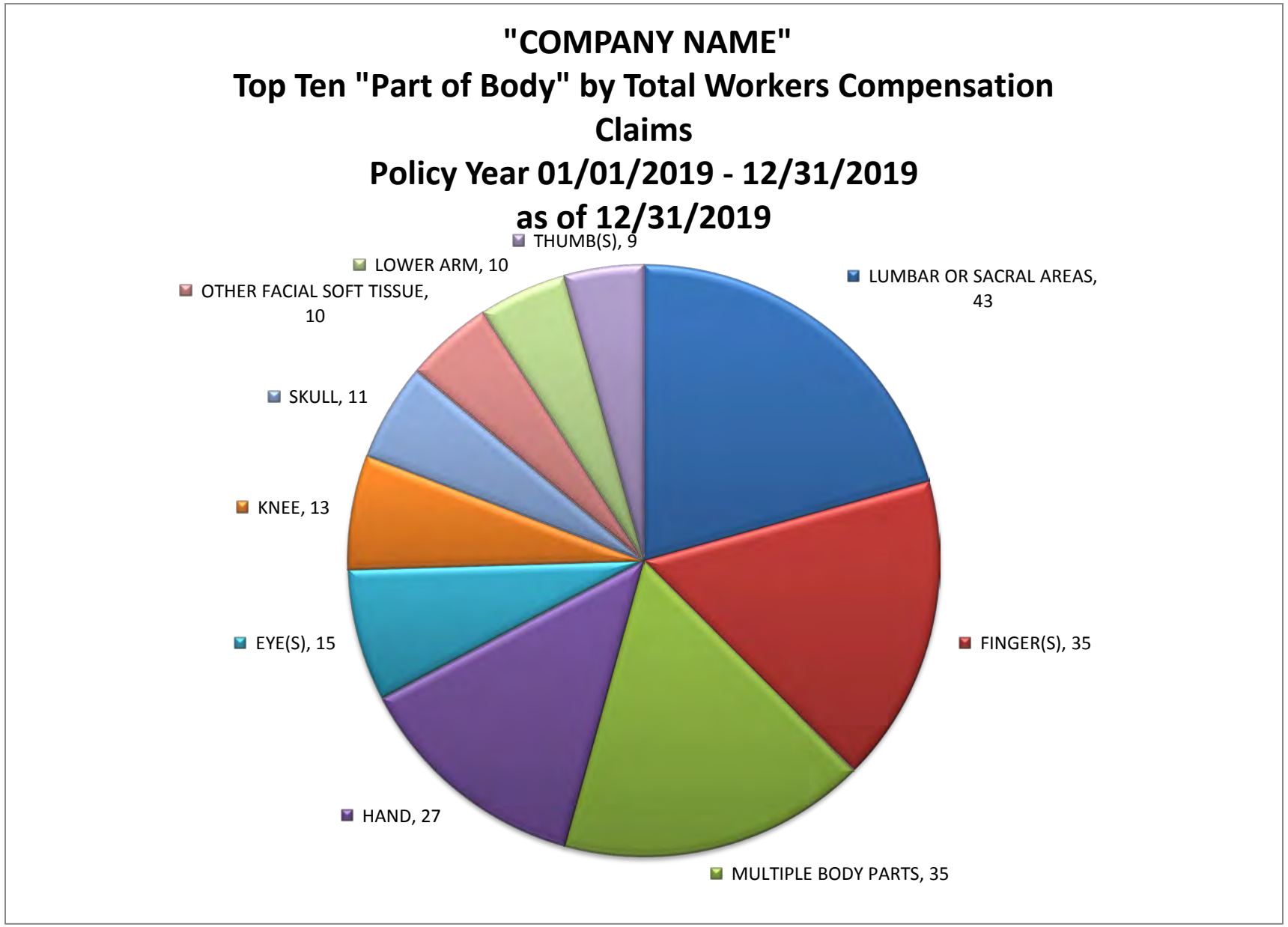


Posted December 4, 2023
Commercial Risk Management, Inc.

FREQUENCY ANALYSIS REPORT
FOR DATE OF ACCIDENT PERIOD 01/01/2019 - 12/31/2019
AS OF 12/31/2019
PART OF BODY

GROUP: 000 -"COMPANY NAME"
SORT : ASCENDING - BY TOTAL CLAIMS

PART OF BODY	OPEN CLMS	TOTAL MED	TOTAL LT	TOTAL INC	TOTAL CLMS	TOTAL PAID	TOTAL RESERVE	TOTAL INCURRED	PCT CLAIMS	PCT PAID	PCT RSV	PCT INCUR
442 LUMBAR OR SACRAL AREAS	6	21	5	17	43	$36,966.89	$31,299.15	$68,266.04	16.28	21.6	22.77	22.12
336 FINGER(S)	3	24	0	11	35	$23,225.81	$2,250.00	$25,475.81	13.25	13.57	1.63	8.25
690 MULTIPLE BODY PARTS	5	17	5	13	35	$43,467.65	$54,155.68	$97,623.33	13.25	25.4	39.4	31.63
335 HAND	2	13	0	14	27	$9,322.05	$1,500.00	$10,822.05	10.22	5.44	1.09	3.5
114 EYE(S)	2	8	0	7	15	$7,471.71	$1,370.00	$8,841.71	5.68	4.36	0.99	2.86
553 KNEE	1	4	1	8	13	$7,568.13	$13,470.13	$21,038.26	4.92	4.42	9.79	6.81
111 SKULL	0	4	0	7	11	$4,541.55	$0.00	$4,541.55	4.16	2.65	0	1.47
118 OTHER FACIAL SOFT TISSUE	1	3	0	7	10	$2,529.29	$750.00	$3,279.29	3.78	1.47	0.54	1.06
333 LOWER ARM	0	3	0	7	10	$1,085.20	$0.00	$1,085.20	3.78	0.63	0	0.35
337 THUMB(S)	1	6	0	3	9	$6,165.07	$624.00	$6,789.07	3.4	3.6	0.45	2.2
334 WRIST	3	4	2	2	8	$7,451.00	$7,421.10	$14,872.10	3.03	4.35	5.39	4.82
556 FOOT	2	3	2	1	6	$3,280.43	$14,727.38	$18,007.81	2.27	1.91	10.71	5.83
555 ANKLE	0	4	0	1	5	$1,645.83	$0.00	$1,645.83	1.89	0.96	0	0.53
332 ELBOW	1	3	0	0	3	$2,034.56	$750.00	$2,784.56	1.13	1.18	0.54	0.9
339 WRIST(S) & HAND(S)	2	0	1	2	3	$2,090.07	$8,664.93	$10,755.00	1.13	1.22	6.3	3.48
550 MULTIPLE LOWER EXTREMITY	0	0	0	3	3	$0.00	$0.00	$0.00	1.13	0	0	0
691 CHEST	0	0	1	2	3	$20.00	$0.00	$20.00	1.13	0.01	0	0
694 ABDOMEN	0	2	1	0	3	$1,348.07	$0.00	$1,348.07	1.13	0.78	0	0.43
117 MOUTH	0	1	0	1	2	$3,596.56	$0.00	$3,596.56	0.75	2.1	0	1.16
330 MULTIPLE UPPER EXTREMITY	0	1	0	1	2	$26.58	$0.00	$26.58	0.75	0.01	0	0
331 UPPER ARM INCL. CLAVICLE/SCAPULA	0	1	0	1	2	$1,501.51	$0.00	$1,501.51	0.75	0.87	0	0.48
338 SHOULDER(S)	0	0	1	1	2	$321.75	$0.00	$321.75	0.75	0.18	0	0.1
TOTALS	**29**	**122**	**19**	**109**	**250**	**$165,659.71**	**$136,982.37**	**$302,642.08**	**100**	**100**	**0**	**0**


"COMPANY NAME"
Top Ten "Part of Body" by Total Workers Compensation Claims
Policy Year 01/01/2019 - 12/31/2019
as of 12/31/2019
THUMB(S), 9
LOWER ARM, 10
OTHER FACIAL SOFT TISSUE, 10
SKULL, 11
KNEE, 13
EYE(S), 15
HAND, 27
MULTIPLE BODY PARTS, 35
FINGER(S), 35
LUMBAR OR SACRAL AREAS, 43

GROUP: 000 -"COMPANY NAME"

Charged/Paid List by Provider

01/01/2019 to 12/31/2019

EIN. NO.	PROVIDERS	CHARGE	PAYMENTS
01-2345678	ADVENTIST HEALTH SYSTEMS SUNBELT	675.00	295.56
01-2345679	ALEXANDER ORTHOPAEDIC ASSOC	1,367.00	536.36
01-2345680	ALL FLORIDA ORTHOPAEDIC ASSOC.	(133.00)	(133.00)
01-2345681	AMERICAN INVESTIGATIONS MGMT.	6,286.00	6,286.00
01-2345682	BANKER LOPEZ GASSLER P.A.	2,245.50	2,245.50
01-2345683	BARAS, DAVID	40.00	40.00
01-2345684	BAYFRONT ANESTHESIA SVCS PA	4,280.00	1,371.29
01-2345685	BAYFRONT HOME HEALTH CARE, LLC	2,550.00	2,550.00
01-2345686	BAYFRONT MEDICAL CENTER	239,660.09	93,562.49
01-2345687	BAYFRONT SAME DAY SURGERY	14,448.00	3,195.00
01-2345688	COASTAL ORTHOPEDICS & SPORTS MEDICINE OF SW FL PA	354.00	191.10
01-2345689	CONVENIENT CARE	38,012.12	33,499.76
01-2345690	Clearwater Surgical Associates	579.34	339.00
01-2345691	EMERGENCY MED ASSOC OF FLORIDA	12,489.00	2,999.00
01-2345692	FINN, CHARLES	20,310.00	7,050.60
01-2345693	FLORIDA GULF COAST TRANSPORTATION, LLC	259.66	259.66
01-2345694	GREENBERG, WILLIAM	4,165.00	1,654.29
01-2345695	GULF TO BAY ANESTHESIOLOGY ASSOC	1,656.00	327.34
01-2345696	INJURED WORKERS PHARMACY, LLC	8,929.30	8,276.56
01-2345697	INSIGHT REHAB INC.	60,961.22	46,417.72
01-2345698	LABORATORY PHYSICIANS	1,884.00	605.00
01-2345699	LABRADOR, GENCARLOS	393.00	280.00
01-2345700	LAW OFFICES OF JAMES H SMITH, PL	33,725.72	33,725.72
01-2345701	LOWRY, W	1,062.00	612.00
01-2345702	MENDELBLATT, FRANK	530.00	223.20
01-2345703	MOBILITY EXPRESS	197.17	197.17
01-2345704	MORRISON CHIROPRACTIC P.A.	125.00	60.87
01-2345705	ORLICK & BERGER	2,640.00	1,719.50
TOTALS		**459,691.12**	**248,387.69**

Commercial Risk Management, Inc.

Claim Review Case Summary – Workers' Compensation

Insured:		**Claimant:**	
Location:		**Claim Number:**	
Occupation:		**Adjuster:**	
Date of Injury:		**Average Weekly Wage:**	
Clmt. DOB:		**Temp. Disability Rate:**	
Date of Hire:		**Permanent Disability Rate:**	

	Incurred	Paid to Date	Reserve Balance
Medical			
Indemnity			
Expense			
TOTAL			

Accident Description:

HOPPED OVER PUDDLE AND SLIPPED AND FELL IN MUD

Current Employment Status:

Employed

Medical (Injuries, Med. Mgmt., RTW):

51 yr old building inspector; lumbar and right groin strain when he slipped on mud. Injured worker has a companion claim from Feb 2015. Treated at USHW, MRI ordered of lumbar. IW was referred to Ortho for L2-L3 disc bulges and set with Dr. Patel. MRI on groin ordered and was negative. Therapy ordered and Right L2-L3 selective nerve root block completed with Dr. Erb. Last seen by Dr. Erb on 10/27/16 and placed at MMI 5% with a 20lb lifting restriction. IW going back to Dr. Patel in December to address MCC of a prior referral for traction unit and Overall MMI.

Recovery (Subrogation, SIF):

No subrogation

Reserve Explanation:

Reserves set for conservative treatment with ortho, therapy and NCM. Indemnity will need increase for IB's.

Litigation:

No Litigation on file.

Specific Plan of Action:

Continue to monitor medical treatment as it relates to the claim. Secure December appointment date with NCM Beverly Carlton. Secure overall MMI and rating. Issue benefits as they become due and owing.

Claims Handler **Office** **Telephone #** **Date of Report**

Scope of Services

WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES:

Contractor shall provide all services included in this scope to the following Leon County entities: the Leon County Board of County Commissioners, Leon County Sheriff's Office, Leon County Clerk of the Court and Comptroller, Leon County Property Appraiser, Leon County Supervisor of Elections, and Leon County Tax Collector. These entities report claims through the Leon County Risk Management Division.

1. STAFFING REQUIREMENTS:

Contractors shall provide Leon County with the most adequate staffing levels with qualified individuals and caseloads to provide Leon County with a high-quality cost-effective program.

a. Will provide a minimum of two full time designated adjusters and two case management nurses to service the County's workers' compensation claims. Case Management nurses will provide telephonic services and field visits on medical as necessary.
b. Adjusters and nurses assigned to Leon County's accounts shall be appropriately licensed and qualified to manage the County's claims. Furthermore, they should have manageable caseloads that enable them to efficiently perform the required services for the County.
c. Adjuster must have good working knowledge of F.S.440 and be very pro-active in managing claims, setting appointments, keeping abreast of case updates, and informing County promptly following appointments or changes in work status/restriction(s).
d. Adjusters are expected to deliver efficiency in a professional and respectful manner to County employees (including the injured worker), medical providers and must be committed to working collaboratively with Leon County to produce a robust, effective program.
e. All claims personnel shall be employees of the Contractor. The use of independent adjusters, subcontractors or temporary adjusters is not acceptable. Adjuster trainees are not acceptable for handling Leon County claims.

2. COMPLIANCE WITH RULES OF DIVISION OF WORKERS' COMPENSATION:

It shall be the responsibility of the Contractor to comply with all rules and regulations promulgated by the various state agencies prescribing the practices and procedures of self-insurer service companies. Contractor will be responsible for all required State of Florida EDI DWC reporting.

Contractor must pay for payment of any fines, penalties or assessments assigned by the State of Florida, or other regulatory agency, for failure to comply with such rules and regulations, including EDI reporting, associated with the performance or responsibility of the service company, and for mispayments and overpayments made through error of

the Contractor or its subcontractors and providers.

3. WORKERS' COMPENSATION REQUIRED SERVICES:

Contractor must provide all the following services:

- administrative services,
- claims services,
- telephonic/ field case management services,
- first notice of injury services,
- loss statistic services,
- network access, managed care, and development services,
- medical bill review and audit services,
- pharmaceutical benefit management services,
- claims management and information systems.

4. ADMINISTRATIVE SERVICES:

Contractor must provide the following administrative services:

a. In accordance with state mandated time frames, prepare (with Leon County's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.
b. In accordance with state mandated time frames, prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal).
c. Prepare, maintain, and file statistical or other records and reports as required by Leon County's excess insurers. Report claims to Leon County's excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the reports to Leon County. Follow specific written investigation procedures for any case for which the Excess Workers' Compensation Insurer requires specific notification or investigation.
d. Will provide Leon County's Risk Management, a quarterly report with all current claims where excess money is outstanding.
e. Submit requests to excess carrier for all payments above each claim's Self-Insured Retention to obtain the proper reimbursement for the County. The reimbursement checks shall be forwarded to Leon County and the amount recovered shall be entered into the Contractor's claims information system.
f. In accordance with state mandated time frames, prepare, maintain, and file statistical information required by Workers' Compensation Rating Bureaus (DFS-F2-SI-17) or appropriate state agencies, including EDI and data necessary for the promulgation of experience modifications.
g. Fully comply and submit all required filings, rules, regulations, and guidelines or procedures established by Leon County, the State of Florida and Federal including EDI (Electronic Data Interchange), IRS Form 1099, all reporting required by the Medicare Secondary Payer provisions.
h. Prepare, maintain and submit/file Unit Statistical Report and any information required by Rating Bureaus and/or appropriate state agencies.
i. Annually, provide Leon County with a SSAE-18 audit as required by the

financial auditors.

j. Provide advance notice and coordinate in advance with Leon County any audits associated with the County's Workers' Compensation program.

k. Prepare and file with the appropriate state agency on behalf of the County, all applications required for the County's continued qualification as a self-insurer.

l. Prepare, maintain, and file all records and reports as may be required by governmental authorities (State or Federal) in the required data format.

m. Prepare, maintain, and file statistical data, records, or reports as required by excess insurers, County's actuary, and the State of Florida in the required data format.

n. Prepare and follow provisions specific to Leon County, for approval by Leon County, for ensuring that in the event of an emergency, e.g., hurricane preparedness, including how Contractor's services will continue, how Leon County's employees will be paid indemnity in advance, and how they will be instructed on obtaining medical care and prescriptions.

o. Recognize that Leon County will be continuing a Workers' Compensation program which focuses on respecting the injured worker and the medical providers providing care. Contractors must be committed to work collaboratively with Leon County to effect program changes and enhancements as requested by Leon County.

p. Maintain a Florida office with service personnel available from 8:00 a.m. to 5:30 p.m.

5. CLAIMS SERVICES:

Contractor will assume the complete handling of all prior claims as well as new claims originating from the effective date of this Agreement. It is required that claims data and any and all other documentation (open and closed) associated with all current and prior claims be transferred into Contractor's computer information system to ensure future County loss runs will contain a complete history of all claim years. The transfer of all claims data shall be completed no later than March 30, 2024.

Contractor must provide the following claims services:

a. Develop specific service procedures compatible with the needs and organizational structure of Leon County for the handling County's claims and for the handling of Leon County's catastrophic claims.

b. Develop and follow appropriate written policies to address employee's request for a second opinion, questions on medical evaluation and grievance. These should be communicated to County's Risk Management staff.

c. Provide necessary forms and instructions for use. Such forms are to include appropriate First Reports of Injury with mailing address of primary recipients preprinted thereon.

d. As necessary, complete Average Weekly Wage (AWW), 13-week salary computations, Medicare set-aside projections and other W/C indemnity payments.

e. Develop and follow appropriate written policies when (i) the injured employee requests a second opinion, (ii) medical evaluation is questioned, or (iii) grievance report is filed.

f. Enhanced efforts shall be taken to identify possible fraudulent claims including

recorded statements from claimants and discussions with the claimant's supervisors. Collaborate with Leon County on all investigations.

g. Leon County shall be notified of all potential settlements and the final decision for all settlements shall rest with Leon County. Any settlement is to include preparation and actuation of all necessary stipulations, compromise, and release agreements.

h. In conjunction with Leon County Risk Management, Contractor may employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims. If it is in the best interest of Leon County to delegate any aspect of this function to the Contractor, Leon County reserves the right to do so.

   (i) Leon County may select specific vendors and pricing schedules for the following services: Legal services, Field Case Management, Translation services, Transportation services, Rehabilitation, Claim specific medical care providers, Surveillance and Investigation services, Medicare Set-Aside (MSA) services, Independent Medical Examination (IME), Subject matter experts, and Court Reporting services. However, if it is in the best interest of Leon County to use vendors the Contractor has existing relationships with and set pricing with, Leon County reserves the right to do so.

   (ii) Must be able to review all bills for such services for reasonableness and conformity to any pre-established rates, fees, or contract requirements and have the ability to adhere to any set pricing schedules. Invoices not meeting Leon County's contract requirements must be rejected to the vendor, or reduced by the amount of the error, with an appropriate explanation to the vendor and appropriate record in the claim.

   (iii) Must agree to work collaboratively with these outside professionals, including data sharing, portals, and other methods for sharing information.

i. Advise the County when defense attorney assignment is necessary on a file. The County shall approve and designate any assigned counsel. The Contractor shall provide the defense attorney with a complete copy of the file in question when an assignment is made.

j. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.

k. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The adjuster handling the claim file will provide an updated written file report within 48 hours after the hearing, deposition, mediation, or other proceeding.

l. At the request of Leon County, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to the Risk Manager.

m. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution, or indemnity and/or recovery from special or second injury funds on behalf of Leon County. Collaborate with Leon County prior to initiating subrogation or third-party liens.

n. Minimally provide a quarterly review of all open cases and complete a strategic

action plan in order to assist in the settlement of the cases. Such written reviews shall include a review and verification of outstanding reserves. Participate in quarterly reviews of field case management progress and legal progress. A written summary of the review shall be documented in the open case file and shall be provided to Leon County within ten (10) working days after the end of the period for which the report is being made. It is anticipated that at least three (3) claim reviews will be done annually in person at Leon County's offices.

o. The supervising adjuster shall consult with Leon County's Risk Manager, or designee thereof, and refer all questionable or contested cases and those with an estimated value in excess of $5,000.

p. Aid in communications/coordination with Leon County's safety and accident prevention program staff as necessary including providing claims data needed to target safety and prevention initiatives.

q. Document and establish reserves on a periodic basis for all claims. Review previously set reserves on a regular basis and adjust as necessary. Initial reserves set at or greater than $50,000, and reserve changes greater than $25,000, require Leon County approval.

r. Assist, as appropriate, in the scheduling of independent medical examinations.

s. Monitor the purchase of items deemed to be medically necessary for the accommodation of an injured employee and obtain approval from the Risk Manager, or designee thereof, for these items.

t. Follow all provisions of Florida Statutes regarding medical benefit entitlement and administration.

u. Respond to any records requests in a timely manner.

v. Leon County Risk Management personnel should be able to upload information to claim files and set alerts for adjusters.

6. <u>TELEPHONIC CASE MANAGEMENT SERVICES:</u>

The successful Contractor, in conjunction will Leon County shall:

a. Use Registered Nurses and/or vocational counselors to provide telephonic/field visit case management services for all appropriate claims. Case managers will be:

(1) Licensed (Registered Nurses) and/or certified (Registered Nurses and vocational counselors) by the Florida Division of Workers' Compensation as qualified rehabilitation providers; and
(2) Experienced in Florida Workers' Compensation medical/disability case management.
(3) If in the best interest of Leon County, existing case management nurses may be utilized, to fulfill this service.

b. Provide the following services in cooperation with Leon County:

(1) Medical care coordination, including evaluation of appropriate referrals and approvals for specialty care, surgeries, physical therapy, and diagnostics.
(2) Provide review of requests for DME, treatments and other procedures.

Case Management nurses will provide telephonic services as well as field visits on medical claims as deemed necessary. If it is in the best interest of Leon County to use vendors the Contractor has existing relationships with and set pricing with, Leon County reserves the right to do so.

7. FIRST NOTICE OF INJURY SERVICES:

Contractor must provide the following First Notice of Injury services:

a. Provide online electronic and/or 24-hour telephonic reporting of employee Notices of Injury with direct access and tracking ability.
b. Send First Notice of Injury to the State of Florida in a timely manner. Contractors must accept responsibility for penalties for late notice to the State of Florida when caused by other than the delay of Leon County.
c. Review all notices of injury received from Leon County, conduct adequate, timely and complete 24-hour contact investigation of claims regardless of exposure (24 hours from first notice to WC management organization, not 24 hours from when adjuster received notice), exercise professional judgment in accepting or denying claims (with County's approval) and medically manage claim in accordance with Florida Statutes.
d. Coordinate the medical treatment of all claims by promptly setting appointments and authorizing necessary physician referrals and treatments. Providing access to a provider network with preferred/high quality providers, particularly in key specialties, such as: physical therapy, specialized doctors, hospitals etc.
e. Provide rehabilitative services for injured employees including consultation for retraining or reassignment of employees with limited physical performance arising from covered injuries.
f. Provide to the County, at no additional cost, real-time electronic, internet accessible claims file data, including but not limited to adjuster's notes, supervisory notes, nurse's notes, diary items, payment records, reserves, and medical bills.
g. Workers' compensation claims involving no payment or no medical treatment are reported by Leon County for inclusion in the data base as "report only claims" (ROC). These reports shall be maintained by the Contractor, but shall NOT be included in reports to the State on the DFS-F2-SI-17.

8. MEDICAL INVOICE REVIEW, PAYMENT, AND AUDIT SERVICES

A. Leon County's loss fund account will be maintained at a Financial Institution chosen by the County. The County will pay all service fees that are normal and customary in this account. All interest earned or service credits generated will accrue to the benefit of the County.

a. The Contractor shall comply with Florida laws concerning public deposits.
b. All claims or expense payments shall be made by the Contractor on checks drawn on the County's account. It is understood and agreed upon that all funds in this account are County funds and shall be returned to the County upon request or at termination of this Agreement.
c. Contractor shall be responsible for the monthly reconciliation of the County's loss fund account and shall provide monthly bank statements and a check register to

Leon County Risk Management and Clerk of Courts Finance Department, showing the transactions that occurred during the month and the current balance in the account. The reconciliation should show the balance at inception of statement period, deposits, disbursements cleared by date and payee, balance at the close of statement period.

d. All charges related to these services, except for the Allocated Loss Adjustment Expenses, shall be included in the annual claims administration fee. Any costs associated with programming changes that are necessary to create a report required by the County are the responsibility of the Contractor.

B. Contractors must provide the following medical invoice review, payment, and audit services:

a. Review all medical invoices and invoices for other services for which a claim is being made for reasonableness and conformity to rules, regulations, legally imposed medical and surgical fee schedules, application of all network discounts and Leon County contracts.

(a) Promptly review medical/surgical invoices (in and out of network) for accuracy including, but not limited to, as they relate to the following:

(i) Duplicate billings
(ii) Unbundling of charges
(iii) Upcoding of charges
(iv) Approval and appropriate precertification

(b) Review all medical invoices that:

(i) Are not subject to fee schedule coding
(ii) Are for services not specifically addressed in the fee schedule
(iii) Need an in-depth medical interpretation of the rules and regulations
(iv) In the exercise of professional judgment, specifically warrant review

(c) Pay vendor invoices (medical, attorneys, surveillance, etc.), within 20 days of delivery to Contractor.
(d) Rejected invoices should be recorded in the claim and visible to Leon County.
(e) Leon County values timely payment of its financial obligations. Rejected or disputed invoices that contain obvious obligations, or may relate to authorized treatment, even though less than the amount invoiced, must be tracked and followed up on in a timely manner.

b. Reimburse Leon County for any overpayments or mispayments made in the invoice review process, indemnity payment process, disability payment process, and other similar processes, within 30 days of identification of overpayment. Reimburse Leon County for any penalties and/or interest associated with inaccurate payments. This reimbursement obligation is independent of Contractor's ability to recover the overpayment.

c. For Medical Auditing Services:

(a) Audit in-network and out-network hospital/provider invoices

(i) Exceeding $5,000, and
(ii) Others at the Contractor's discretion or specific request by Leon County for accuracy and appropriateness.

(b) Develop and follow written policies on how late charges, no show charges, and special payment arrangements are to be handled and seek Leon County's approval of the policies.

d. Develop and provide communication materials to explain the policies and procedures of the Medical Bill Review and Audit Services to:

(a) Leon County
(b) Medical providers

e. Develop and follow written grievance procedures for provider concerns.

9. PHARMACEUTICAL MANAGEMENT SERVICES:

The current provider provides prescriptions through the **MATRIX** pharmacy plan. The Contractor will provide prescription benefit management (PBM) services with details on access, utilization review services, coordination of claims data and reporting. Fees for pharmaceuticals or pharmaceutical services shall be reimbursable at fee schedule except where the employer/carrier has contracted for at lower amount.

10. CLAIMS MANAGEMENT AND INFORMATION SYSTEM:

The Contractor must provide claims management/information system services as follows,

A. Keep County's Risk Management staff informed of any significant regulatory or industry changes affecting the workers' compensation program.

B. Provide training and continuing education to County staff, at no additional charge, on workers' compensation topics of interest to the County, including but not limited to case law updates, regulatory or rule changes, claims management best practices and medical consumerism updates.

C. Train Risk Management designees on claims process relative to reporting work related injury, including accessing Contractors claims management system (at no additional cost to County).

D. Participate in training and education provided by County staff and/or consultants to the County, or updates on changes in County policies relating to the workers' compensation program at no additional charge to the County.

E. Provide peer review and utilization review as appropriate

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Leon County
Board of County Commissioners

Notes for Agenda Item #16

Leon County Board of County Commissioners

Agenda Item #16

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator



Title: Bid Award for Construction of the Fred George Park Wetland Restoration Project

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Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship Brent Pell, Director, Public Works Charles Wu, Director, Engineering Services
Lead Staff/ Project Team:	Melanie Hooley, Purchasing Director Chris Muehlemann, Chief of Engineering Design Samuel Ijeoma, Senior Design Engineer Tim Barden, Administrative Services Manager

Statement of Issue:

This item seeks Board approval to award the bid for construction of the Fred George Park Wetland Restoration Project to Hale Contracting, Inc., the lowest responsible and responsive bidder, in the amount of $405,177.

Fiscal Impact:

This item has a fiscal impact. Funding for this project is included in the Fred George Wetland Restoration capital improvement budget. This project is primarily supported by a $400,000 grant from Florida Department of Environment Protection (FDEP).

Staff Recommendation:

Option #1: Approve the bid award to Hale Contracting, Inc., in the amount of $405,177 for the construction of the Fred George Park Wetland Restoration project, and authorize the County Administrator to execute the Agreement (Attachment #1) and any amendments thereto, subject to legal review by the County Attorney.

Report and Discussion

Background:

This item seeks Board approval to award the bid for construction of the Fred George Park Wetland Restoration Project to Hale Contracting, Inc., the lowest responsible and responsive bidder, in the amount of $405,177. The project will restore the area to natural conditions by removing the man-made berms and re-establishing free-flow conditions. This work will rehydrate wetland areas that had been drained. The project will restore wildlife habitat, reduce flooding, improve the water quality and the ecosystem, and improve discharge into the Floridian aquifer through the sinkhole.

The bid award for construction of Fred George Park Wetland Restoration project advances the following FY2022-FY2026 Strategic Initiative:

- *Ensure the County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority: to protect the quality and supply of our water. (2022-16)*

This particular Strategic Initiative aligns with the Board's Environment Strategic Priorities:

- *(EN1) Protect the quality and supply of our water.*
- *(EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.*

In 2009, the County, using funds from Florida Communities Trust (FCT) and Blueprint 2000, acquired four contiguous parcels (overall approximately 160 acres), now known as the Fred George Greenway and Park. The Fred George Greenway and Park is intended to protect the Fred George closed basin as well as preserve and protect flood prone areas, wildlife habitat, wetlands, and a sinkhole. One of the largest parcels, also the most environmentally sensitive, has experienced significant landscape alterations and floodplain alterations over the past several decades, including ditching, berming, and channelization to divert water around the property.

After the property was acquired, the County began restoring the flood prone and wetlands areas, in addition to protecting the sinkhole. The main goal of the planned improvements is to enhance surface water quality prior to runoff entering the Fred George Sink. This project is one of the final planned improvements at the Fred George Greenway and Park.

Prior to the start of the 2022 legislative session, Leon County's legislative team worked with the County's delegation members to submit an appropriation request for the Fred George Wetland Restoration project. The Governor signed the General Appropriations Act (HB 5001) on June 2, 2022, which included $400,000 in funding for the Fred George Wetland Restoration project.

On November 22, 2022, the Board accepted the grant in the amount of $400,000 from the Florida Department of Environment Protection (FDEP) for the Fred George Wetland Restoration project construction. Additional funding for this project has been budgeted in the Fred George Park Greenway Wetland Restoration capital improvement budget.

Analysis:

The Fred George Wetland Restoration Project will restore the area of 5.34 acres to natural conditions by removing the man-made berms and re-establishing free-flow conditions (Attachment #2). This work will rehydrate wetland areas that had been drained and restore wildlife habitat, reduce flooding, improve the water quality and the ecosystem, and improve discharge into the Floridian aquifer through the sinkhole.

The Invitation to Bid (ITB) for the Fred George Park Wetland Restoration Project (BC-2024-005) was advertised through the automated procurement system OpenGov Procurement, and in the legal notices of the Tallahassee Democrat on October 13, 2023. A total of 7,297 vendors were notified through the automated procurement system. A total of 41 vendors requested the bid package. The County received three responsive bids on November 14, 2023. This is a unit price contract, and the Contractor will be paid based on the actual quantity used for each individual pay item (Attachment #3). Based on the bidders' itemized price sheets, the lowest responsible and responsive bidder is Hale Contracting Inc. for an estimated total of $405,177 (Attachment #4).

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the project and determined that that no aspirational goals could be set, due to the use of state funds for this project. Leon County projects that are financed with funds from Florida state agencies, like the Florida Department of Environmental Protection or Transportation, are not subject to local MWSBE aspirational targets, so the MWSBE program does not apply to FDEP funded projects. Although aspirational goals were determined not to be required for this project, Hale Contracting Inc. is a registered WBE with the MWSBE Division.

Each proposer, however, is strongly encouraged to secure MBE and WBE participation through purchases of those goods or services to be provided by others. Each proposer must take the following affirmative steps to ensure these firms are used when possible:

- Place qualified small, minority, and woman-owned business on solicitation lists;
- Assure that such business is solicited when they are potential sources;
- Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
- Establish delivery schedules, where requirements permit, which encourage such business to respond; and
- Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce.

This item recommends Board approval of the bid award to Hale Contracting, Inc., which is a certified WBE, and seeks authorization for the County Administrator to execute the Agreement (Attachment #1) for the Fred George Park Wetland Restoration Project. The project is anticipated to commence in February 2024 and be completed in June 2024.

Options:

1. Approve the bid award to Hale Contracting, Inc., in the amount of $405,177, for the construction of Fred George Park Wetland Restoration Project, and authorize the County Administrator to execute the Agreement (Attachment #1), and any amendments thereto, subject to legal review by the County Attorney.
2. Do not approve the bid award to Hale Contracting, Inc., in the amount of $405,177 for construction of Fred George Park Wetland Restoration Project.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Draft Construction Agreement for the Fred George Park Wetland Restoration Project
2. Project Location Map
3. Bid Tabulation Sheet
4. Bid Pricing Sheet

AGREEMENT

THIS AGREEMENT, by and between **LEON COUNTY, FLORIDA,** a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County"), and **HALE CONTRACTING, INC.,** hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below ("Effective Date"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide its services to the County to perform the Work related to the Fred George Wetland Restoration set forth in: 1) Bid# BC-2024-005 attached hereto and incorporated herein as Exhibit A with a full version available to view at https://procurement.opengov.com/portal/leoncounty; and 2) the Contractor's bid submission, attached hereto and incorporated herein as Exhibit B (collectively "Work"). If any provision contained in this Agreement conflicts with any provision in Exhibit A or Exhibit B, the provision contained in this Agreement shall govern and control.

2. WORK

Contractor understands that no amount of Work is guaranteed to it nor is the County under any obligation to utilize the services of the Contractor in those instances where the Work to be performed can be done by County personnel or under separate contract. Any Work to be performed shall be upon the written request of the County Administrator or his designee, which request shall set forth the commencement date of such Work and the time within which such Work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME AND LIQUIDATED DAMAGES

The Work to be performed under this Agreement shall be commenced within fifteen (15) days of the Notice to Proceed. All Work to be performed under this Agreement shall be completed within one hundred-twenty (120) consecutive days of the Notice to Proceed. If the Work to be performed under this Agreement is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, FY 2022-23 Edition.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the time allowed under this Agreement, including extensions, if any, shall in no way act as a waiver on the part of the County of the liquidated damages due under this Agreement.

4. TIME OF THE ESSENCE

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

The term "Business Day" as it applies to a notice requirement or other such deadline in this Agreement, means any day occurring Monday through Friday, except when such day is deemed to be a Holiday. The term "Holiday" means any day observed as a holiday by the Leon County Board of County Commissioners pursuant BCC Policy 03-16, as may be amended, which, as of the Effective Date of this Agreement, are the following days: New Year's Day, Martin Luther King Jr. Day, Florida Emancipation Day (May 20), Memorial Day, Independence Day, Labor Day, Election Day (first Tuesday

after the first Monday in November in even-numbered years), Veteran's Day, Thanksgiving Day, Friday After Thanksgiving Day, and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the preceding Friday shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year's Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year's Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday.

5. CONTRACT SUM

The Contractor agrees that for the performance of the Work as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto (Contract Sum).

6. PAYMENTS TO THE CONTRACTOR

A. The Contractor shall submit to the County a schedule of values for the project. Pay requests shall be sworn statements based upon the progress made and submitted to the County on a monthly basis. Payment by the County to the Contractor of the statement amount shall be made within twenty (20) days after approval of the Architect-Engineer and submitted to the County. Five percent (5%) retainage shall be held at the discretion of the County until completion of the Work.

B. Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the Contractor's fee, shall be due and payable within forty-five (45) days after the Project is delivered to the County, finished and ready for beneficial occupancy, or when the County occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this Agreement substantially performed. However, if there should remain Work to be completed, the Contractor and the Architect-Engineer shall list those items prior to receiving final payment and the County may retain a sum equal to 150% of the estimated cost of completing any unfinished Work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items along with the basis of said costs are likewise listed separately. Thereafter, County shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

C. Payments to Subcontractors - The Contractor shall promptly, but not later than ten (10) days after receipt of payment from the County, pay all the amount due subcontractors less a retainage of five percent (5%). If there should remain items to be completed, the Contractor shall list those items required for completion and the Contractor shall require the retain age of a sum equal to 150% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the Contractor shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retain age, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the County 's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the County.

D. Delayed Payments by County - If the County shall fail to pay the Contractor within twenty (20) days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the County, stop the Project until payment of the Amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Leon County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both Parties agree that best efforts will be made to resolve the disputed amount.

E. Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the County on each occasion).

F. Notice of Commencement not Required. The Parties acknowledge and agree that the County, as a government owner of real property, is not subject to the Construction Lien Law of Chapter 713, Florida Statutes. Accordingly, the County shall not be required to sign and record the Notice of Commencement as referenced therein. Instead, as found by Florida courts, the protections afforded to materialmen and laborers under Chapter 713, Florida Statutes, relating to privately owned property, are adequately provided by either the contractor's execution and recording of a payment and performance bond as required by Section 255.05, Florida Statutes, relating to publicly-owned property or by the requirement of a retainage amount, as the case may be.

7. PROMPT PAYMENT INFORMATION REQUIREMENTS AND NOTICES

A. The County Project Manager is:

Name:	Samuel O. Ijeoma, P.E.
Street Address:	2280 Miccosukee Rd.
City, State, Zip Code:	Tallahassee, FL, 32308
Telephone:	850-606-1563
E-mail:	ijeomao@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:	Del Tucker
Street Address:	1736 Commerce Blvd.
City, State, Zip Code:	Midway, FL, 32343
Telephone:	850-843-8263
E-mail:	d.tucker@halecontracting.net

C. Notices to the Contractor are to be submitted to:

Name:	Betty C. Hale
Street Address:	1736 Commerce Blvd.
City, State, Zip Code:	Midway, FL, 32343
Telephone:	850-843-8263
E-mail:	c.hale@halecontracting.net

D. Invoices are to be submitted to:

Name:	Samuel O. Ijeoma, P.E.
Street Address:	2280 Miccosukee Rd.
City, State, Zip Code:	Tallahassee, FL, 32308
Telephone:	850-606-1563
E-mail:	ijeomao@leoncountyfl.gov

E. Proper form for an invoice is:

A numbered document with date of invoice; reference to the County purchase order number; itemized listing of all goods and Work being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice, and it shall be of no force and effect.

F. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under this Agreement.

8. DISPUTES/REMEDIES

A. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments and payment disputes, which shall be addressed and resolved in accordance with Leon County Policy 96-1, as amended.

B. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
   1) The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
   2) Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
   3) If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
   4) Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
   5) If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) Business Days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

9. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of the County.

10. INSURANCE

Contractor shall, at its sole expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

   1) General Liability: $1,000,000 combined single limit per occurrence for bodily injury and property damage per occurrence with a $3,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the Project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X, C, U).

   2) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (non-owned, hired car).

   3) Workers' Compensation and Employers Liability: insurance covering all employees meeting statutory limits in compliance with the applicable state and Federal laws and employer's liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of subrogation in lieu of additional insured is required.

4) Umbrella: $5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

5) Mobile Equipment (Contractors Equipment) coverage should be in place while job is in process. Equipment should be covered whether owned, leased, borrowed, or rented by contractor or by employees of the contractor.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

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

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages

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

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

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain

a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

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

11. PERMITS

The Contractor shall obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

12. LICENSES & REGISTRATIONS

The Contractor shall be responsible for obtaining and maintaining any licenses, certifications, and/or registrations required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida, or any other applicable state or Federal law. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license, certification, and/or registration necessary to operate, the Contractor shall be in default of this Agreement as of the date such license, certification, and/or registration is lost.

The Contractor shall be registered to do business with the Florida Department of State prior to execution of this Agreement unless Contractor provides written verification of its exempt status (See applicable sections of Title XXXVI, Chapters 605 through 623, Florida Statutes).

13. WARRANTY OF PERFORMANCE

A. Warranty

The Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work under this Agreement and that each person and entity that will perform the Work is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform such Work. The Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for the performance of such Work.

B. Breach of Warranty

In entering into this Agreement, the Contractor acknowledges that the County is materially relying on the warranties stated in this paragraph. The County shall be entitled to recover any damages it incurs to the extent any such warranty is untrue. In addition, if any such warranty is untrue, the County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to the County, to deduct from any amounts due Contractor under this Agreement the full amount of any value paid in violation of a warranty, and to recover all sums paid to Contractor under this Agreement.

14. ASSIGNMENTS

This Agreement shall not be assigned or sublet in whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

15. PAYMENT AND PERFORMANCE BOND

A Combination Payment and Performance Bond in the amount of 100% of the estimated Contract Sum shall be supplied by the Contractor at the time of Agreement execution.

Payment and Performance Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida.

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

16. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all claims, liabilities, damages, losses, costs, including, but not limited to, reasonable attorneys' fees, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents arising out of or under this Agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the Contract Sum paid to the Contractor, and the promises and covenants herein, constitute sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractor's responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractor's proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents, or employees.

17. AUDITS, RECORDS, AND RECORDS RETENTION

By entering into this Agreement, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of Section 119.071, Florida Statutes. The Contractor agrees:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

C. Upon completion or termination of this Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Subsection B above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

E. That persons duly authorized by the County and Federal auditors, pursuant to 45 CFR 75.364 shall have full access to and the right to examine this Agreement and related records and documents, regardless of the form in which

kept, at all reasonable times for as long as records are retained.

F. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if Contractor does not transfer the records to the County.

G. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Any material submitted to the County that Bidder contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be redacted, conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION — TRADE SECRET" and the applicable statutory provision for the exemption must be stated. The Bidder is required to also provide an unredacted copy of the redacted information as part of the Bid. If a third party submits a request to the County for records designated as Trade Secret Materials by a Bidder, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Bidder. By submitting a Bid, Bidder agrees to indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Leon County on an expedited basis to enforce the requirements of this section.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

LEON COUNTY PURCHASING DIVISION
ATTN: MELANIE HOOLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: HOOLEYM@LEONCOUNTYFL.GOV

18. MONITORING

The Agreement will require the Contractor to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and Work of the Contractor which are relevant to this Agreement and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written

recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

19. TERMINATION

Leon County may terminate this Agreement without cause by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder or, in the County's opinion, the Work being performed is not satisfactory. In such case, the County may immediately terminate the Agreement effective upon notice of termination to the Contractor.

The agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under Section 287.135(2)(a), Florida Statutes, been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

20. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of its knowledge and belief neither Contractor nor its affiliates has been convicted of a public entity crime.

21. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be grounds for termination of this Agreement by the County.

22. EMPLOYMENT ELIGIBILITY VERIFICATION

By providing goods and/or services to the County, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

23. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

24. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable,

foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

25. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of this Agreement, Contractor shall obtain the prior written consent of the County.

26. FORCE MAJEURE

If either of the Parties is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or Federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

27. SOVEREIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The County is included within the definition of "state agencies or subdivisions" in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

28. THIRD PARTY BENEFICIARIES

Neither the County nor the Contractor intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a right or claim against either of the Parties based upon this Agreement.

29. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for all actions arising from, related to, or in connection with this Agreement shall be in the state courts of the Second Judicial Circuit in and for Leon County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in Federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Northern District of Florida. By entering into this Agreement, the County and Contractor hereby expressly waive any rights either Party may have to a trial by jury of any civil litigation related to this Agreement.

30. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

31. 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 part thereof, shall be held to be invalid, the remaining sections and parts shall continue to be in full force and effect.

32. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the County and Contractor.

33. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

34. INTERPRETATION

This Agreement shall be interpreted without the aid of any canon, custom, or rule requiring construction against the drafter.

35. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals and in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

36. AUTHORITY TO SIGN

Each signatory to this Agreement who signs on behalf of a party expressly represents and warrants that he or she has the authority to sign on behalf of that party.

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-2024-005
Exhibit B – Contractor's Response to Solicitation #BC-2024-005

The remainder of this page intentionally left blank.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

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

BY: _____

DATE: _____

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

By: _____

Date: _____

HALE CONTRACTING, INC.

By: _____

Printed
Name _____

Title: _____

Date: _____

INVITATION TO BID

FOR

FRED GEORGE PARK WETLAND RESTORATION PROJECT

BID NUMBER BC-2024-005

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

RELEASE DATE: October 13, 2023

Fred George Park Wetland Restoration Project

I. Introduction
II. Bidding Process
III. Contractor Qualifications
IV. Award and Contracting Process
V. Minority, Women, Small Business (MWSBE) Enterprise
VI. Required Certifications
VII. Insurance Requirements
VIII. Terms and Conditions
IX. Vendor Questionnaire

Attachments:
A - Attachment #1 - Fred George Wetland Restoration Construction Plan
B - Attachment #2_Leon County Supplemental Specs to FDOT 2022 Specs
C - Attachment #3 - Leon County Permit LEM23-021
D - Attachment #4 - FredGeorge_FDEPpermit_8.25.2023
E - Attachment #5 - FredGeorge_NWFWMDpermit_8.10.2023
F - Attachment #6 - Fred George Wetland Restoration_Tech Specs
G - Pricing Sheet - Fred Grorge Wetland Restoration Project
H - Bid Response Cover Sheet
K - Agreement
L - Forms for Solicitation(with Team Summary) 2023

I. Introduction

A. Summary

Leon County is seeking the services of a qualified vendor to perform a grading and drainage improvements at the Northeast corner of Fred George Greenway Park in accordance with the Technical Specifications, the "Bid Set" Contract Plans (Attachment #1), and the Supplemental Specifications (Attachment #2) contained within this solicitation.

The proposed project for Fred George Park Wetland Restoration Project is located within Section 8, Township 1 North, Range 1 West, in Leon County, Florida. This project is anticipated to be completed in 120 calendar days. The complete construction documents include a series of attachments which are listed in the technical specifications of the contract documents.

The scope of work to be performed under this unit price bid shall include regrading and removal of historically man-made berms in the northeast portion of the property and all associated improvements as shown on the Construction Plans (Attachment #1) in the bid documents. The purpose of the project is to reestablish free flow conditions, reduce any backwater flooding in the area surrounding the project site. and reestablish the natural floodplain conditions that previously existed on the site.

Prime Contractor shall possess current and valid FDOT pre-qualifications in the Drainage and Grading work classes. The pre-qualifications shall be current and valid at the time of the bid submittal.

Any Prime Contractor who submits a bid with the intent to use a Sub-Contractor who possesses the work class pre-qualifications MUST identify the Sub-Contractor and submit the Sub-Contractors current and valid FDOT pre-qualifications in the Drainage and Grading work classes by the Proposal Submission Deadline to be considered responsive to this bid solicitation.

A Mandatory, On-Site Pre-Bid Meeting will be held on Tuesday, October 24, 2023 at 10:00am at the project site located at 3043 Capital Circle NW, Tallahassee, FL 32309. Attendance at the pre-bid is mandatory to be eligible for bid award.

B. Contact Information

Greg Hill
Procurement Administrator
1800-3 N. Blair Stone Road
Tallahassee, FL 32308
Email: hillg@leoncountyfl.gov
Phone: (850) 606-1600
Department:
Procurement

Department Head:
Melanie Hooley
Purchasing Director

C. Timeline

Below is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests of the public. If any changes

to the Schedule of Events are made, the County will post the changes on the County website either as a public meeting notice, or as an addendum, as applicable. It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled. The website address is: https://procurement.opengov.com/portal/leoncounty.

Release Project Date	October 13, 2023
On-Site Pre-Bid Meeting (Mandatory)	October 24, 2023, 10:00am Fred George Park 3043 Capital Circle NW Tallahassee, FL 32309
Question Submission Deadline	October 27, 2023, 4:00pm
Proposal Submission Deadline	November 14, 2023, 2:00pm

II. Bidding Process

A. BIDDER INSTRUCTIONS

Bidders are expected to examine the specifications, delivery schedule, freight requirements, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern. Bids must be submitted electronically via OpenGov.

B. SPECIAL ACCOMMODATION

Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability must call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the Leon County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955 8771 (TDD).

C. PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

A. Any person or person's representative seeking an award from such competitive solicitation; and

B. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, lawyer, relative, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, communications with the County Attorney or communications with the Purchasing Director.

Violation of this section may result in disqualification from this solicitation and shall be grounds for suspension from doing business with the County.

D. REGISTRATION

Bidders which obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. In order to

register, you must create an account on the County's eProcurement Portal (https://procurement.opengov.com/portal/leoncounty), browse to the bid, and then click the "Follow" button.

Failure to register through the Purchasing Division (https://procurement.opengov.com/portal/leoncounty) may cause your submittal to be rejected as non-responsive.

E. ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at https://procurement.opengov.com/portal/leoncounty. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make them available for pick up at the Purchasing Division. It is the responsibility of the Bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

F. QUESTIONS AND CLARIFICATIONS

Questions may be submitted directly through the County's e-Procurement Portal located at https://procurement.opengov.com/portal/leoncounty. Alternatively, if using email, questions pertaining to bid procedures or regarding the specifications should be addressed to both Melanie Hooley and Greg Hill, telephone (850) 606-1600; E-mail: hooleym@leoncountyfl.gov and hillg@leoncountyfl.gov.

If using email, bidders are requested to send such requests to both representatives of the Purchasing Division. Electronic inquiries are preferred over phone.

Each Bidder shall examine the solicitation documents carefully, including the forms and draft agreement; and, no later than the last day for questions listed in schedule of events, shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which the bidder may discover in the solicitation, including the agreement. The County will prepare a written response to each written question, comment, and recommendation that is delivered to the County prior to the deadline listed in the schedule of events. The County's written responses will be issued in an addendum to this solicitation. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in a written addendum from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing will be recognized by the Board as duly authorized expressions on behalf of bidders. Each bidder shall be deemed to have waived all questions that are not submitted to the County in compliance with this section.

G. PREPARATION AND SUBMISSION OF BID

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. The County's only method of submission is electronically via OpenGov. Bids containing any conditions or irregularities of any kind may be rejected by the County.

Any material submitted to the County that Bidder contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be redacted, conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION — TRADE SECRET” and the applicable statutory provision for the exemption must be stated. The Bidder is required to also provide an unredacted copy of the redacted information as part of the Bid. If a third party submits a request to the County for records designated as Trade Secret Materials by a Bidder, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Bidder. By submitting a Bid, Bidder agrees to indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages,

judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

H. WITHDRAWAL OF BIDS

Bids may be electronically withdrawn from OpenGov by the vendor prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

I. RECEIPT AND OPENING OF BIDS

Bids will be opened publicly at the time and place stated in the Invitation to Bid. When the specified time has arrived no bids received thereafter will be considered. At the time fixed for the opening of bids, the bid tabulation will be made public and will be posted on the Purchasing Division website at: https://procurement.opengov.com/portal/leoncounty.

Sealed bids or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier. If the County rejects all Bids submitted in response to this ITB, the rejected Bids remain exempt from public records disclosure until the County posts an intended decision or until the County withdraws the reissued Bid. Bids received by the County pursuant to this ITB will not remain exempt for longer than twelve (12) months after the County rejects such Bids.

J. BID GUARANTEE

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of the agreement and may be forfeited due to non- performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

K. PLANHOLDERS

As a convenience to bidders, the County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: https://procurement.opengov.com/portal/leoncounty by clicking the "Followers" tab on the the advertisement of the respective solicitation. A listing of the registered planholders with their email address is designed to assist bidders in preparation of their responses.

L. REJECTION OF BIDS

The County reserves the right to reject all bids when such rejection is in the best interest of the County.

M. ERRORS AND OMISSIONS

The County and its representatives shall not be responsible for any errors or omission in the ITB. Due care and diligence has been exercised in the preparation of this ITB, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful respondent.

III. Contractor Qualifications

The primary contractor shall be licensed by the State of Florida as a Licensed General Contractor and prequalification by FDOT in the Drainage and Grading Work Classes pursuant to Section 489.105(3)(a)Florida Statutes. The primary contractor shall possess an active and current licensing placard issued by the Florida Department of Business and Professional Regulation (DBPR). Copies of primary contractor's licensing placard(s) shall be submitted to Leon County concurrent with bid. The primary and any subcontractors utilized on this project shall be Florida licensed in their trade.

Failure to provide proof of State of Florida Licensed General Contractor and prequalification by FDOT in the Drainage and Grading Work Classes **shall result in the bid being determined as non-responsive**.

Contractors shall be licensed in the State of Florida as required by Chapter 489, Florida Statutes. Specific license type for this project shall be as indicated in Sections 489.105(3)(a)-(q) Florida Statutes, as applicable to the scope of work of the project.

Proposed sub-contractors and/or if self-performing, the employee that is performing the work, must hold a license for any specialty work, based on the work required to complete this project.

IV. Award and Contracting Process

A. AWARD OF BIDS

The bid will be awarded to the lowest responsive, responsible bidder. In accordance with Section 287.05701(3), Florida Statutes, in determining whether a bidder is responsible, the County will not request documentation of or consider a bidder's social, political, or ideological interests, nor give preference to a bidder based on such interests. The County reserves the right to waive any minor irregularity in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the County website at: https://procurement.opengov.com/portal/leoncountyfor a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director within 72 hours after receipt of the intended recommendation of award and the protestor shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid protest has been submitted. The notice of protest shall contain at minimum: the name of the Protestor; the Protestor's address and phone number; the name of the Protestor's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section.

B. Agreement

Every procurement for contractual services shall be evidenced by a written agreement. The awarded Bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement. The performance of Leon County of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the bid specifications.

C. Payment and Performance Bond

A Combination Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution.

Payment and Performance Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida.

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

V. Minority, Women, Small Business (MWSBE) Enterprise

This solicitation does not have a project specific goal for the participation of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by the Office of Economic Vitality (OEV) MWSBE Division.

A. Overview for Projects Without a Specific MWSBE Goal

Although MBE and WBE participation is not a requirement for this solicitation, each Respondent is strongly encouraged to secure MBE and WBE firm participation. Respondents needing assistance or guidance with securing MBE and WBE firms should contact LaTanya Raffington of the MWSBE Division at Lraffington@oevforbusiness.org OR Shanea Wilks of the MWSBE Division at Swilks@oevforbusiness.org. A directory of certified MBE and WBE firms is available on the OEV website: https://oevforbusiness.mwsbe.com.

Certified MBE and WBE firms may participate by providing goods or services in support of the project as subcontractors or subconsultants identified on the Respondent and Team Summary Form.

VI. Required Certifications

A. Licenses and Registrations

The contractor shall be responsible for obtaining and maintaining throughout the contract period any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

B. Unauthorized Alien(s)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of the agreement by the County. As part of the bid response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

C. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

D. Identical Tie Bids

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

E. Employment Eligibility Verification

By providing goods and/or services to the County, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility.” Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and

requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

F. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

G. Scrutinized Company Certification

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with Leon County for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

VII. Insurance Requirements

A. Overview

Bidders' attention is directed to the insurance requirements set forth in the Agreement contained in the "Attachments" section of this solicitation. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder will be disqualified from award of the contract.

The awarded Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

VIII. Terms and Conditions

A. Standard Terms and Conditions

The terms and conditions associated with this solicitation are as set forth in the Agreement contained in the "Attachments" section of this solicitation. After the award of the solicitation, the County will finalize the preparation of the Agreement and forward it to the Firm awarded the bid, after which the Firm will have five days to execute the Agreement and return it to the County.

B. Manufacturers' Name and Approved Equivalents

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

C. Conflicting Terms and Conditions

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

D. Penalties

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

A. Failure to perform according to agreement provisions.

B. Conviction in a court of law of any criminal offense in connection with the conduct of business

C. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.

D. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

E. Other reasons deemed appropriate by the Board of County Commissioners.

IX. Vendor Questionnaire

Bids must be submitted electronically via OpenGov.

A. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

☐ Please confirm
*Response required

B. Human Trafficked Labor*

I certify that this firm does not utilize human trafficked labor in compliance with Section 787.06, Florida Statutes.

☐ Please confirm
*Response required

C. Drug-Free Workplace Certification*

As the person authorized to confirm this statement on behalf of this firm, I certify that this firm complies fully with DRUG-FREE WORKPLACE Section 287.087, Florida Statutes. See section titled Drug-Free Workplace Requirements for details.

☐ Please confirm
*Response required

D. Scrutinized Company Certification*

As required by Section 287.135(5), Florida Statutes, I certify that the firm is not participating in a boycott of Israel.

☐ Please confirm
*Response required

E. Bid Guarantee*

A Bid Bond is required for this project. Please upload your Bid Bond here.

If submitting a Cashier's Check in lieu of a Bid Bond, please scan a copy of the cashier's check, upload here, and also mail the original cashier's check to:

Leon County Government - Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

The mailing must have the Project ID (BC-2024-005), the Project Title (Fred George Park Wetland Restoration Project)**,**and the Company Name printed clearly on the front of the envelope**.**

This must be postmarked no later than the date of the bid opening or your bid will be considered non-responsive.

*Response required

F. Payment and Performance Bond*

A Payment and Performance Bond will be required for this project of the SUCCESSFUL BIDDER. Please confirm.

☐ Please confirm
*Response required

G. Bid Response Cover Sheet with Signature*

*Response required

H. Pricing Sheet*

Please refer to Attachments for the Pricing Sheet. Download, complete, and upload your response here.

*Response required

I. Prime Contractor or Sub-contractor Qualifications*

Submit all licenses, certifications, registrations, and FDOT work class pre-qualifications required in the solicitation.

Failure to provide proof of State of Florida Licensed General Contractor and prequalification by FDOT in the Drainage and Grading Work Classes **shall result in the bid being determined as non-responsive**.

*Response required

J. Additional Forms to Fill Out and Submit*

Please submit the items on the following list and any other items required by any section of this Invitation for Bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this Invitation for Bids.

Please see the Attachments section for all the necessary forms for the bidder to complete for this solicitation. Failure to complete or attach the necessary forms will result in the bidder being deemed nonresponsive.

- Respondent and Team Summary Form
- Affidavit Immigration Laws
- Equal Opportunity and Affirmative Action Statement
- Identical Tie Bid Statement
- Contractor's Business Information & Applicable Licenses/Registrations
- Non-Collusion Affidavit
- Insurance Certification Form
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)
- Substitute Form W-9 (if applicable)

*Response required

Fred George Park Wetland Restoration Project

TECHNICAL SPECIFICATIONS

1. SUMMARY OF WORK

The project is located within a 160-acre parcel situated north of Fred George Road (CR 356) between Capital Circle NW (SR 263) and the CSX Railroad Tracks, Tallahassee, Florida.

The scope of work includes regrading and removal of historically man-made berms in the northeast portion of the property. The purpose of the project is to reestablish free flow conditions, reduce any backwater flooding in the area surrounding the project site and reestablish the natural floodplain conditions that previously existed on the site. The primary objective is to protect Fred George Closed Basin, including its flood-prone areas, wetlands, and Fred George Sink. In addition to the proposed restoration, this project will improve water quality and reduce adjacent site flooding.

All works called out on the construction plans (Attachment #1) and in the bid documents for details.

2. GENERAL REQUIREMENTS

The construction sequence and design notes are shown on the construction plans. The contract administration, construction procedure, materials, and equipment, shall be in accordance with the following specifications and contract documents:

2.1 Special Provisions of the Technical Specifications.

2.2 Leon County Supplemental Specifications to Florida Department of Transportation's (FDOT's) Standard Specifications for Road and Bridge Construction, January 2022 Edition. (Attachment #2)

2.3 Florida Sediment Erosion and Specification Control Inspector Manual

2.4 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, January 2023 Edition and all supplemental documents thereto.

2.5 FDOT 2022-23 Standard Plans for Road and Bridge Construction and Interim Revisions.

2.6 Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation Federal Highway Administration, 2009 Edition (2nd Revision).

In the event of any conflict between the specifications, this contract shall be governed in the above specifications order.

3. MANDATORY PRE-BID CONFERENCE

Contractors are required to attend the pre-bid on-site meeting to be qualified for bidding. The pre-bid meeting time and place is posted in the solicitation Timeline.

4. SPECIAL PROVISIONS

4.1 (a) An allowance of 120 calendar days has been set for completion of this project, including agency coordination.
(b) The liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, FY 2022-23 Edition.
(c) A general CONSTRUCTION SEQUENCE is provided for reference on Sheet 2 of Contract Plans (Attachment #1).

4.2 The primary contractor shall be prequalified by FDOT in the Drainage, and Grading Work Classes.

4.3 (a) Contractor shall conduct a pre-construction meeting, inviting all involved agencies. Contractor shall not start work until all required permits have been received and the "Notice to Proceed" from Leon County is issued.
(b) The Contractor shall post all applicable permits.
(c) Contractor shall deliver the Construction Schedule to the County Project Manager for review and approval prior to the pre-construction meeting.
(d) See Attachments #3, #4, & #5 for the project related permit requirements.

4.4 A National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Activities may apply to this Contract. It is Contractor's responsibility to secure the NPDES permit prior to commencement of construction. A copy of the NPDES permit application form can be obtained through the Florida Department of Environmental Protection's (FDEP) web site at http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm.

A copy of the permit or exempt certificate shall be provided to the Leon County Public Works Department. This permit must be obtained before preconstruction will be scheduled with DSEM.

4.5 (a) Contractor is responsible to verify the survey control points for construction stakeouts.
(b) Before the final walkthrough, Contractor shall provide the as-built survey including the landscapes (trees) and CADD files to Engineer of Record and Project Owner to close the project.
(c) The construction stakeouts and as-built survey costs are included in the total bid price.

4.6 Work Schedule:

(a) Working hours shall be from 8:00 a.m. to 6:00 p.m., Monday through Friday. However, upon the request of Contractor, County Engineer, or his/her designee, may consider an alternative to these working hours based on considerations such as the time of year, site, weather, or traffic conditions.

(b) There shall be no works on holidays for New Year Day, Martin Luther King, Jr. Day, Memorial Day, Labor Day, Thanksgiving Day & Friday after Thanksgiving, and Christmas Day.

(c) No works may be allowed for days with Special Events scheduled at Leon County Fred George Greenway Park upon County's notice.

4.7 Contractor is required to provide one-year warranty to cover the materials, trees, and craftsmanship for the constructed facilities after the County's final acceptance.

4.8 It is Contractor's responsibility to establish a staging and storage area for equipment and materials, subject to the County Engineer's approval prior to commencement of construction. If the staging area is outside the County easements, right-of-way, or properties, Contractor is required to obtain a temporary construction staging area permit from Leon County Development Support and Environmental Management Department. Contractor is also responsible to obtain necessary permits required by any other agencies for the staging area.

4.9 Contractor is responsible for safety of the construction site and shall prohibit public access to the site during construction. The associated costs such as temporary fencing and other necessary measures shall be considered incidental and included in the total contract price.

4.10 (a) Contractor shall verify and clearly mark all property lines limits prior to construction in the project area.
(b) Contractor is required to take photos of the project site and adjacent properties before starting the construction to prevent disputes or complaints from the adjacent property owners.
(c) Any public or private property damaged outside the project limits caused by the construction activities shall be restored and/or repaired at the Contractor's expense.

4.11 Dewatering Requirements:
(a) Per Sheet 2 of the Construction Plans (General notes), Contractor is responsible to submit the proposed dewatering plan for review approval by Leon County and the Engineer of Record.
(b) The proposed dewatering plan shall provide a dry environment for proper construction and inspection.
(c) Riprap shall be wet grouted for the ditch lining
(d) The dewatering related costs (design and implementation) shall be included as a part of the bid price.

4.12 Tree Planting stabilization utilizing the staple method should be used according to the detail show on the Landscape Plan (Sheet 12 of 15).

4.13 Per General Note 24 on sheet 2 of 15 on the construction plan, the county certified arborist shall be present at the pre-construction meeting. If a tree is impacted and requires mitigation; the mitigation must be performed, or directly supervised, by the certified arborist.

4.14 During discharge of water to offsite area, water quality must be monitored during dewatering activities to ensure that the discharge does not create adverse impacts.

4.15 All soil excavated as part of this project shall be used on-site or properly disposed of at an approved location. Material removed from site shall be properly disposed.

4.16 See notes on the EMP permit plan set, including but not limited to GENERAL NOTES, for additional details.

4.17 Erosion controls shown on the plans are to be considered minimum and additional protection shall be accounted for in this project.

4.18 Contractor is responsible for maintenance of access road inside the project site for continuing operation of the materials hauling until the contract is closed out. Any damage to the roadway during hauling of the materials should be repaired with no additional cost to the County.

5. CONSTRUCTION SEQUENCE

5.1 The Contractor is required first to start the construction by following the phases suggested in the construction plans.

6. ATTACHMENTS

Contractor is to comply with construction related permit requirements. The following permits and other background documentation are provided for the Contractor's use:

The following documentations are provided to Contractor to comply with construction related requirements.

Attachment #1	Construction Plans – Fred George Greenway Park Wetland Restoration
Attachment #2	Leon County Supplemental Specifications to Florida Department of Transportation's (FDOT's) Standard Specifications for Road and Bridge Construction, January 2022 Edition
Attachment #3	Leon County Permit LEM23-021
Attachment #4	FDEP General Permit - File No. 0435912-002-SFG/37
Attachment #5	NWFWMD Permit - IND-073-311799-1

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Leon County
Procurement
Melanie Hooley, Purchasing Director
1800-3 North Blair Stone Road, Tallahassee, FL 32308

PROPOSAL DOCUMENT REPORT

ITB No. BC-2024-005

Fred George Park Wetland Restoration Project

RESPONSE DEADLINE: November 14, 2023 at 2:00 pm

Report Generated: Tuesday, November 14, 2023

Hale Contracting Inc. Proposal

CONTACT INFORMATION

Company:
Hale Contracting Inc.

Email:
c.hale@halecontracting.net

Contact:
Christi Hale

Address:
1736 Commerce Blvd
Midway, FL 32343

Phone:
(850) 575-2506

Website:
N/A

Submission Date:
Nov 14, 2023 12:03 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

Confirmed

2. Human Trafficked Labor*

I certify that this firm does not utilize human trafficked labor in compliance with Section 787.06, Florida Statutes.

Confirmed

3. Drug-Free Workplace Certification*

As the person authorized to confirm this statement on behalf of this firm, I certify that this firm complies fully with DRUG-FREE WORKPLACE Section 287.087, Florida Statutes. See section titled Drug-Free Workplace Requirements for details.

Confirmed

4. Scrutinized Company Certification*

As required by Section 287.135(5), Florida Statutes, I certify that the firm is not participating in a boycott of Israel.

Confirmed

5. Bid Guarantee*

A Bid Bond is required for this project. Please upload your Bid Bond here.

If submitting a Cashier's Check in lieu of a Bid Bond, please scan a copy of the cashier's check, upload here, and also mail the original cashier's check to:

Leon County Government - Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

The mailing must have the Project ID (BC-2024-005), the Project Title (Fred George Park Wetland Restoration Project),and the Company Name printed clearly on the front of the envelope.

This must be postmarked no later than the date of the bid opening or your bid will be considered non-responsive.

FRED_GEORGE_BID_BOND.pdf

6. Payment and Performance Bond*

A Payment and Performance Bond will be required for this project of the SUCCESSFUL BIDDER. Please confirm.

Confirmed

7. Bid Response Cover Sheet with Signature*

FRED_GEORGE_BID_RESPONSE_COVER_SHEET.pdf

8. Pricing Sheet*

Please refer to Attachments for the Pricing Sheet. Download, complete, and upload your response here.

Pricing_Sheet_-_Fred_Grorge_Wetland_Restoration_Project_HCI.xlsx

9. Prime Contractor or Sub-contractor Qualifications*

Submit all licenses, certifications, registrations, and FDOT work class pre-qualifications required in the solicitation.

Failure to provide proof of State of Florida Licensed General Contractor and prequalification by FDOT in the Drainage and Grading Work Classes **shall result in the bid being determined as non-responsive**.

FDOT_HALE_CONTRACTING_INC._2023.pdfDBPR_LICENSE_8_2024.pdf

10. Additional Forms to Fill Out and Submit*

Please submit the items on the following list and any other items required by any section of this Invitation for Bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this Invitation for Bids.

Please see the Attachments section for all the necessary forms for the bidder to complete for this solicitation. Failure to complete or attach the necessary forms will result in the bidder being deemed nonresponsive.

- Respondent and Team Summary Form
- Affidavit Immigration Laws
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- Identical Tie Bid Statement
- Contractor’s Business Information & Applicable Licenses/Registrations
- Non-Collusion Affidavit
- Insurance Certification Form
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)
- Substitute Form W-9 (if applicable)

FRED_GEORGE_BID_PACKAGE.pdf

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Hale Contracting, Inc.
1736 Commerce Blvd., Midway, FL 32343
as Principal, hereinafter called the Principal, and Westfield Insurance Company
P.O. Box 5001, Westfield Center, OH 44251-5001
a corporation duly organized under the laws of the State of OH
as Surety, hereinafter called the Surety, are held and firmly bound unto Leon County Board of County Commissioners
1800-3 North Blair Stone Road, Tallahassee, FL 32301
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for BC-2024-005; Fred George Park Wetland Restoration Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of November , 2023

Pamela S. Richter
(Witness)
Pamela S. Richter.

Hale Contracting, Inc.
(Principal) (Seal)
By: Betty C. Hale, President
(Title)

Kristie E. Shaw (Witness)

Westfield Insurance Company
(Surety) (Seal)
By: Benjamin R. Campbell
Attorney-in-Fact (Title)

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/26/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0997622 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
BENJAMIN R. CAMPBELL, DANIEL L. SHEERADEN, JOINTLY OR SEVERALLY

of **ORLANDO** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"*Be It Resolved,* that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"*Be It Further Resolved,* that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **26th** day of **JANUARY** A.D., **2022** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **26th** day of **JANUARY** A.D., **2022** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of November A.D., 2023 .

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

BID RESPONSE COVER SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Melanie Hooley
Purchasing Director

Nick Maddox, Chairman
Leon County Government

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

HALE CONTRACTING, INC.
(Firm Name)

BY _____
(Authorized Representative)

BETTY C. HALE
(Printed or Typed Name)

ADDRESS 1736 COMMERCE BLVD., MIDWAY, FL 32343

EMAIL ADDRESS c.hale@halecontracting.net

TELEPHONE 850-575-2506

FEIN 59-3458160

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

Fred George Park Wetland Restoration Project

Pay Item No.	Description	Unit	Quantity	Unit Cost	Amount
101-1	Mobilization	LS	1	$ 30,013.17	$ 30,013.17
104-10-3	Sediment Barrier	LF	2,200	$ 8.00	$ 17,600.00
104-11	Floating Turbidity	LF	100	$ 37.00	$ 3,700.00
104-15	Soil Tracking Prevention Device	EA	1	$ 3,500.00	$ 3,500.00
110-1-1	*Clearing and Grubbing (Trees Removal)	AC	2.54	$ 35,000.00	$ 88,900.00
110-21	Tree Protection Barrier	LF	346.20	$ 11.00	$ 3,808.20
120-1	Regular Excavation	CY	1,274.0	$ 30.00	$ 38,220.00
LC-1	Seed and Mulch	SY	12,297.0	$ 6.50	$ 79,930.50
LC-2	Landscape - Tree Replanting				
	Black Willow (3" Caliper)	*EA*	*7.00*	$ 1,160.00	$ 8,120.00
	Cypree Bald (3" Caliper)	*EA*	*20.00*	$ 718.00	$ 14,360.00
	Cypress Pond (3" Caliper)	*EA*	*10.00*	$ 718.00	$ 7,180.00
	Live Oak (3" Caliper)	*EA*	*10.00*	$ 1,091.00	$ 10,910.00
	Southern Magnolia (3" Caliper)	*EA*	*5.00*	$ 639.00	$ 3,195.00
	Swamp Laurel Oak (3" Caliper)	*EA*	*5.00*	$ 875.00	$ 4,375.00
	Slash Pine (3" Caliper)	*EA*	*4.00*	$ 814.00	$ 3,256.00
	Swamp Tupelo (3" Caliper)	*EA*	*7.00*	$ 575.00	$ 4,025.00
	Black Gum (3" Caliper)	*EA*	*7.00*	$ 585.00	$ 4,095.00
LC-3	Dewatering	LS	1.0	$ 40,000.00	$ 40,000.00
LC-4	Construction stake out & As-built Survey	LS	1.0	$ 30,000.00	$ 30,000.00
LC-5	Arborist	LS	1.0	$ 9,989.90	$ 9,989.90
				Sub-Total	$ 405,177.77
	How much contingency?				
				Total	**$ 405,177.77**

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 15,2023

HALE CONTRACTING, INC.
1736 COMMERCE BOULEVARD
MIDWAY, FLORIDA 32343

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, CONCRETE CURB & GUTTER, TRAFFIC SEPARATOR AND DITCH PAVING.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024.**

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HALE, BETTY CHRISTINE

HALE CONTRACTING INC
1736 COMMERCE BLVD
MIDWAY FL 32343

LICENSE NUMBER: CUC1225109

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RESPONDENT AND TEAM SUMMARY FORM

RESPONDENT: HALE CONTRACTING, INC.

SOLICITATION NUMBER: BC-2024-005 **DATE:** 11/14/2023

PROJECT TITLE: FRED GEORGE PARK WETLAND RESTORATION PROJECT

Complete the following Table identifying your firm or company and ALL subcontractors or subconsultants you anticipate utilizing for purposes of responding to this solicitation. **Both** sections of this form must be completed. Use additional pages if needed.

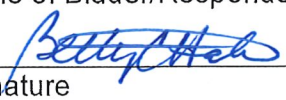
Section A	**RESPONDENT IDENTIFICATION**														
Respondent intends to utilize the following Vendors in connection with this project. In the spaces provided below, list the firms and corresponding information.															
				Indicate the Category that Best Describes Each Organization Listed											
				Non-MWBE		**Certified MWBE**					**Non-Certified MWBE**				
Firm Name (Prime and Subcontractor(s) or Subconsultant(s))	**Vendor Phone & Email**	**Total Dollar Amount of Services**	**Scope of Work**	Non-Minority	Certified Small Business	African American	Asian American	Hispanic American	Native American	Non-Minority Female	African American	Asian American	Hispanic American	Native American	Non-Minority Female
HALE CONTRACTING, INC.	850-575-2506 c.hale@halecontracting.net	313,759.16	SITEWORK							X					
BANNERMAN LANDSCAPING, INC.	850-668-1189 INFO@BANNERMANLANDSCAPE.COM	51,428.71	LANDSCAPING							X					
MERIDIAN SURVEYING	509-2060 EWILLS@MSMINCORP.COM	25,000.00	SURVERYING	X											
MILLERS TREE SERVICE	566-3881 CLAY@MILLERTREESRV.COM	8,500.00	ARBORIST	X											
TOTAL		398,687.87													

BID TOTAL: $405,177.77

Section B	**ACKNOWLEDGEMENT** (to be completed by the Respondent)

I hereby certify that, as Respondent to this Solicitation, that the information provided herein is true and correct.

HALE CONTRACTING, INC.
Name of Bidder/Respondent


Signature

11/14/2023
Date

BETTY C. HALE
Print Name

PRESIDENT
Title

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: HALE CONTRACTING, INC.

Signature: _____ Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF GADSDEN

Sworn to and subscribed before me this 14 day of NOV, 20 23.

Personally known X

_____
NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of FLORIDA

_____
(Type of identification)

My commission expires:

PAMELA S. RICHTER
Commission # HH 396470
Expires June 3, 2027

_____
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: PRESIDENT

Firm: HALE CONTRACTING, INC.

Address: 1736 COMMERCE BLVD., MIDWAY, FL 32343

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

X This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Bidder's Signature

PRESIDENT

Title

11/14/2023

Date

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name:	HALE CONTRACTING, INC.		
Street Address:	1736 COMMERCE BLVD.		
City, State, Zip:	MIDWAY, FL 32343		
Taxpayer ID Number:	59-3458160		
Telephone:	575-2506	Fax:	575-0836
Trade Style Name:	SITEWORK/UNDERGROUND UTILITIES		

TYPE OF BUSINESS ORGANIZATION (*check one*)

	Sole Proprietorship		Limited Liability Company
	General Partnership		Joint Venture
	Limited Partnership		Trust
	Corporation		Other *(specify)*
X	Sub-chapter S Corporation		

State of Incorporation: FLORIDA Date Established: JUNE 1997

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
BETTY C. HALE	PRESIDENT	575-2506	c.hale@halecontracting.net

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:	BETTY C. HALE		
License Type:	CERT UNDERGROUND UTILITIES		
License Number:	CUC1225109	Expiration Date:	8/31/2024
Qualified Business License (certificate of authority) number:			
Alternate Licensee:			
License Type:			
License Number:		Expiration Date:	

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

BONDS Surety Company 1

Company Name	WESTFIELD SURETY
Contact's Name	CHIP CAMPBELL KRISTIE SHAW
Telephone	850-386-2143
Fax	KESHAW@MCGRIFF.COM
Address	3522 THOMASVILLE RD STE 300, TALLA., FL

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage ($):	Has your application for surety bond ever been declined?	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?
30,000,000.00	☐ Yes ☒ No *(If yes, please provided detailed information on reverse)*	☐ Yes ☒ No *(If yes, please provided detailed information on reverse)*

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 14 **DAY OF** NOVEMBER, 20 23.

By: _____ Title: PRESIDENT

Printed Name and Title: BETTY C. HALE, PRESIDENT

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

   HALE CONTRACTING, INC.
   (Name of Corporation, Partnership, Individual, etc.)

   a CORPORATION, formed under the laws of FLORIDA
   (Type of Business) (State or Province)

   of which he/she is PRESIDENT.
   (Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

BETTY C. HALE — AFFIANT'S NAME

PRESIDENT — AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 14 Day of NOV, 20 23.

Personally Known X Or Produced Identification

Type of Identification

Pamela S. Richter
NOTARY PUBLIC
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
PAMELA S. RICHTER
Commission # HH 396470
Expires June 3, 2027

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☒ YES ☐ NO

Commercial General Liability:	Indicate Best Rating:	A++
	Indicate Best Financial Classification:	XV
Business Auto:	Indicate Best Rating:	A++
	Indicate Best Financial Classification:	XV
Professional Liability:	Indicate Best Rating:	
	Indicate Best Financial Classification:	

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☒ YES ☐ NO

Indicate Best Rating: A
Indicate Best Financial Classification: X

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☒ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☑ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name BETTY C. HALE
Typed or Printed

Signature _____.

Date 11/14/2023

Title PRESIDENT.
(Company Risk Manager or Manager with Risk Authority)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, And OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

PRESIDENT
Title

HALE CONTRACTING, INC.
Contractor/Firm

1736 COMMERCE BLVD., MIDWAY, FL 32343
Address

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee;
and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification.
Failure to provide the information requested will result in denial of certification as a local business.

Business Name: HALE CONTRACTING, INC.	
Current Local Address: 1736 COMMERCE BLVD., MIDWAY, FL 32343	Phone: 850-575-2506 Fax: 850-575-0836
If the above address has been for less than six months, please provide the prior address. SINCE MAY 2002 Length of time at this address:	
Home Office Address: SAME AS ABOVE	Phone: Fax:

Betty C Hale — Signature of Authorized Representative

11/14/23 — Date

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this _____ day of _____ ,20_____
By BETTY C HALE (Name of officer or agent, title of officer or agent) of HALE CONTRACTING, INC. (Name of corporation acknowledging),

a FLORIDA (State or place of incorporation) Corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Pamela S. Richter — Signature of Notary

PAMELA S. RICHTER — Print, Type or Stamp Name of Notary
Commission # HH 396470
Expires June 3, 2027
Title or Rank

Serial Number, If Any

Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.

    a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.

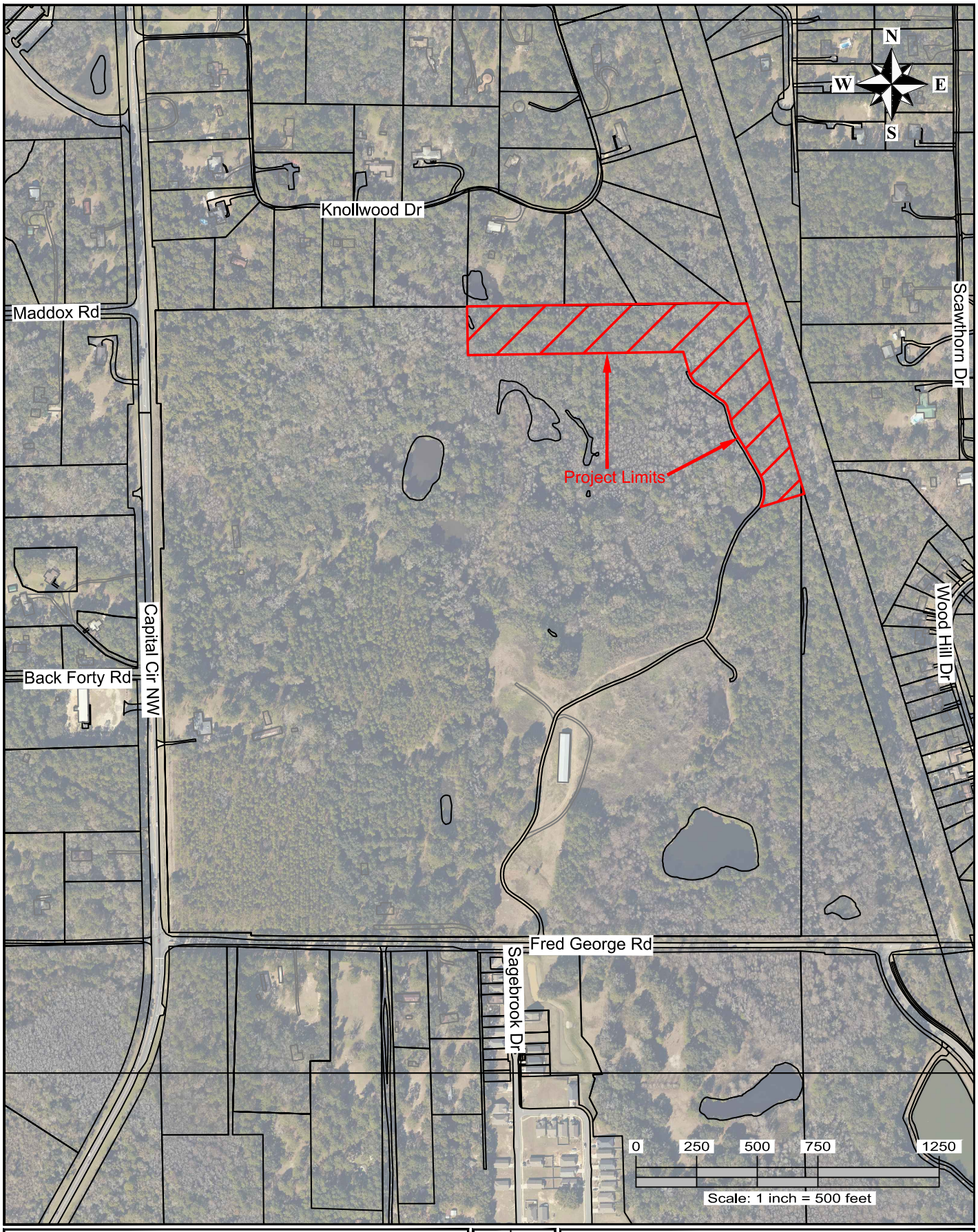
    b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.

5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

Signature

11/14/23
Date



LEON COUNTY DEPARTMENT OF PUBLIC WORKS
2280 MICCOSUKEE ROAD, TALLAHASSEE, FLORIDA 32308
PHONE (850) 606-1500 * FAX (850) 606-1501

Drawn By:	Tom B
Date:	8/2/2019
Scale:	1" = 500'

Fred George Park
Location Map

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET

ITB#: BC-2024-005
ITB Title: FRED GEORGE PARK WETLAND RESTORATION PROJECT
Opening Date: Tuesday, November 14, 2023 at 2:00 PM

FORMS	VENDOR			
	Davidson Contracting Corp.	Hale Contracting Inc.	Sandco, LLC	
BID BOND	✓	✓	✓	
Bid Response Cover Sheet	✓	✓	✓	
Contractor (or Sub) Qualifications	✓	✓	✓	
Respondent and Team Summary	✓	✓	✓	
Affidavit Immigration	✓	✓	✓	
Equal Opportunity and Affirmative Action	✓	✓	✓	
Identical Tie Bids	✓	✓	✓	
Contractor's Business Info	✓	✓	✓	
Non-Collusion Affidavit	✓	✓	✓	
Insurance Certification	✓	✓	✓	
Certification/Debarment	✓	✓	✓	
Local Vendor Certification	✓	✓	✓	
E-Verify	✓	✓	✓	
Pricing Sheet	574,743.82	405,177.77	425,993.28	

Tabulated By: _____

Witnessed By: _____ 11/14/23

Fred George Park Wetland Restoration Project

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	Swamp Laurel Oak (3" Caliper)	*EA*	*5.00*	$ 875.00	$ 4,375.00
	Slash Pine (3" Caliper)	*EA*	*4.00*	$ 814.00	$ 3,256.00
	Swamp Tupelo (3" Caliper)	*EA*	*7.00*	$ 575.00	$ 4,025.00
	Black Gum (3" Caliper)	*EA*	*7.00*	$ 585.00	$ 4,095.00
LC-3	Dewatering	LS	1.0	$ 40,000.00	$ 40,000.00
LC-4	Construction stake out & As-built Survey	LS	1.0	$ 30,000.00	$ 30,000.00
LC-5	Arborist	LS	1.0	$ 9,989.90	$ 9,989.90
				Sub-Total	$ 405,177.77
	How much contingency?				
				Total	**$ 405,177.77**

Leon County
Board of County Commissioners

Notes for Agenda Item #17

Leon County Board of County Commissioners

Agenda Item #17

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of the Purchase of an Ambulance for Emergency Medical Services

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Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Brent Pell, Director, Public Works
Lead Staff/ Project Team:	Melanie Hooley, Director, Purchasing Chad Abrams, Director, Office of Public Safety & EMS Josh McSwain, Director, Fleet Management Tim Barden, Administrative Services Manager, Public Works

Statement of Issue:

This item seeks the ratification of the purchase of one new ambulance utilizing a cooperative purchasing process (piggybacking) from a Florida Sheriffs Association Purchasing Agreement with REV RTC, Inc. This purchase replaces an existing ambulance that is at the end of its expected useful life.

Fiscal Impact:

This item has a fiscal impact. This item has been budgeted and adequate funding is available for the $339,841 ambulance purchase in the FY 2024 Emergency Medical Services (EMS) Equipment Replacement CIP budget.

Staff Recommendation:

Option #1: Ratify the purchase of a new ambulance utilizing the Florida Sheriffs Association Purchasing Agreement, Contract # FSA23-VEF17.0 Item 589, from REV RTC, Inc. in the amount of $339,841.

Report and Discussion

Background:

This item seeks the Board's ratification of the purchase of an ambulance utilizing a cooperative purchasing process (piggybacking) on a Florida Sheriffs Association (FSA) Purchasing Agreement with REV RTC, Inc. in the amount of $339,841. This purchase replaces one existing ambulance that is at the end of its expected useful life.

The Leon County Emergency Medical System (EMS) maintains a fleet of over 30 ambulance units. These units are utilized throughout the County and cover all shifts. The County's EMS department runs a system status management service which strategically positions ambulances in geographic locations throughout Leon County during various times of the day based on historical ambulance call data. Because of this, most of the current ambulances in EMS run 24 hours a day, 7 days a week to maintain the current levels of service. Due to this, the current fleet of ambulances experience a reduction in their useful life quicker than other units not on system status.

The County's Purchasing Policy No. 96-1, Section 5.12(D) authorizes the County to purchase goods or services from authorized vendors listed on eligible contracts of other governmental entities – a process known as "piggybacking." Piggybacking can reduce transaction and administrative costs as well as purchasing processing time. The County also benefits from the combined buying power of multiple agencies from the procured contract, thereby reducing costs. The contract the County utilized for this purchase contains cooperative purchasing language allowing the County to "piggyback" on the contract.

Analysis:

The County's adopted FY 2024 budget includes funding for the purchase of four new ambulances to replace County ambulances that are at the end of their useful life, and the Board previously ratified the purchase of two ambulances at its November 14, 2023 meeting. Currently, lead time on receiving replacement ambulances runs upwards of 24 months. Factors causing such a long lead time include delays from the vehicle manufacturers and the companies producing the actual ambulance features due to supply chain interruptions and staffing shortages.

The ambulance purchased became available through REV RTC, Inc. (Attachment #1). REV RTC, Inc. notified Leon County EMS of an available unit, originally intended for use as a sales demonstration unit, that was in mid-production with a purchase price of $339,841. Due to the time sensitive nature of the purchase and a shortage of available complete units on the market at this time, expediency of the purchase was necessary. After consultation with the County Administrator, EMS moved forward to execute a purchase order to effectuate the purchase and replace a high mileage unit from the current fleet. Including delivery, the cost of the ambulance is $339,841 through the utilization of the FSA cooperative purchasing agreement.

Utilizing a large-scale competitively bid cooperative contracts (piggybacking) for equipment and fleet purchases such as ambulances provides for the lowest possible cost to the County. The County's purchase order utilizes the terms and conditions of the Florida Sheriffs Association

Contract FSA23-VEF17.0 (Item 589) with the vendor (Attachment #2). EMS, Fleet Management and Purchasing Divisions agree that this is the most cost-effective and efficient way to procure the ambulance. Board ratification of this purchase is necessary given the total cost for the ambulance.

Options:

1. Ratify the purchase of a new ambulance utilizing the Florida Sheriffs Association Purchasing Agreement, Contract # FSA23-VEF 17.0, Item 589, from REV RTC, Inc. in the amount of $339,841.
2. Do not ratify the purchase of a new ambulance utilizing the Florida Sheriffs Association Purchasing Agreement, Contract # FSA23-VEF17.0, Item 589 from REV RTC, Inc. in the amount of $339,841.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposal from REV RTC, Inc.
2. Florida Sheriffs Association Purchasing Agreement, Contract # FSA23-VEF17.0

REV RTC, Inc.
725 SW 46th Ave Ocala, FL 34474

APPARATUS PROPOSAL

Date: 11/17/2023

This Proposal has been prepared for:
Leon County EMS

REV RTC, Inc. is pleased to offer Leon County EMS (1) Road Rescue F-550 Diesel 4x4 rescue. This vehicle shall be in accordance with the attached specifications. It will be purchased off **Florida Sheriff's Association Contract FSA23-VEF17.0, ITEM 589, Model Ultramedic, 168" x 96" x 72".** The purchase price shall also include all vehicle components and NFPA equipment as listed in the attached documentation. Delivery will be F.O.B. to Leon County EMS. Please note this is a Road Rescue stock unit. Delivery will be made after the additional work below has been completed.

Total Price for stock unit - FSA unit		$316,781.00
Leon County Graphics (installed by Mike Bascom)		$ 5,060.00
12V/110V HVAC System w/30 amp addtl Shoreline		$ 16,700.00
Install customer supplied Power-LOAD system		$ 1,300.00
		$339,841.00

11/17/2023

Rick Schoppe – Account Manager
725 SW 46th AVE, Ocala, FL 34474 (407) 907-2444

Date

FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment	
ITEM #589, Road Rescue, Ford F-550 / Modular Box 168``x96``x72``	$ 268,355.00
Chassis 4x4	$ 4,300.00
HVAC condenser upgrade	$ 4,600.00
Upgraded LED package	$ 9,156.00
Module length increase from 168" to 170"	$ 1,450.00
Interior cabinet modifications	$ 2,650.00
Exterior compartment modifications	$ 3,158.00
Squad bench cabinet	$ 1,175.00
Interior/Exterior Access	$ 1,555.00
Air bag system - patient module	$ 5,200.00
Digital LED clock above rear doors	$ 839.00
Diffuse ceiling lighting	$ 1,654.00
Custom console	$ 1,189.00
Immediate stock delivery program	$ 11,500.00
	$ 316,781.00
Ocala - Add on items	
HVAC swap to 12V/125VAC	$ 16,700.00
Stryker Power-LOAD install	$ 1,300.00
Graphics	$ 5,060.00
Proposal amount dated 11/3/2023	$ 339,841.00

Road Rescue
REV GROUP

QUOTATION

RR Stock / Demo
Mark Schwartzbauer
2737 N Forsyth Rd
Winter Park, FL 32792

RR Stock / Demo
Mark Schwartzbauer
2737 N Forsyth Rd
Winter Park, FL 32792
MJP

Rev. Date: 09/26/2023
Quote No: Rev04-0001
Job/Order No: 645015
09/26/2023 13:57:50 WO#: 645015 Page 1

PART NO	S	DESCRIPTION	QTY	REF. NO
		== RR-Road Rescue Boilerplate - 1.006 04/30/21 ==		
		ORDER COORDINATOR		
00-00-0016		Order Coordinator - Mitchell Pettis- (X-220)	1	BID INFORMATION
		INFORMATION		
00-01-0999		RR, Information - Scope, Purpose and Classification	1	
		WARRANTY		
00-02-8100		RR, Warranty, Documentation	1	
00-02-8200		RR, Warranty, Module Structural	1	00.02.8200-14
00-02-8300		RR, Warranty, Electrical, Standard System	1	00.02.8300-14
00-02-8400		RR, Warranty, Paint	1	0599997-14
00-02-8500		RR, Warranty, Conversion	1	00.02.8500-14
	S	**== RR-Type 1 - UM 170" Module - 1.006 04/30/21 ==**		
00-05-0103		RR, This unit built in accordance with KKK-A-1822F CN 10 Cabinet Requirements This unit as specified meets all requirements of KKK-A1822-F Change notice 10. All cabinets shall be labeled as to their capacity Rating.	1	
		01- CHASSIS REQUIREMENTS		
		FORD CHASSIS		
01-01-2514	S	RR, 2023 Ford F550, XLT 4X4, 193"W/B, 18,000 GVWR (Special Order) 2023-1 Auto throttle OEM Ford Dual Alternators OEM Ford Mirrors, OEM, Heated/Remote Cab seats OEM 40/20/40 split bench (Center removed) New for 2020- Sync 3 Enhanced voice recognition communication and entertainment system 8" LCD Capacitive Touch screen in center stack w/swipe Capability Pinch to Zoom capability AppLink 911 assist Apple carPlay and Android Auto Smart-charging USB-C Ports (2)	1	10890807
01-02-0100		Domestic Chassis	1	
		CHASSIS OPTIONS		
		ALTERNATORS		
01-03-1001		Alternator - Standard OEM	1	9980003
		SUSPENSION		
01-07-0120		RR, Front Suspension, Ford F-Series (4x4)	1	
01-07-1009		RR, Front Sway Bar, OEM	1	
01-07-8006		RR, Rear Suspension, Liquid Spring- 2017+ F550 Dump feature to be activated by the left rear entry door being opened.	1	1.7.8018

PART NO	S	DESCRIPTION	QTY	REF. NO
		The rear suspension shall only lower the module when the vehicle is in neutral or park and the parking brake is set.		
01-07-9000		RR, Rear Suspension Dump, Override Switch, (1), Momentary Dump feature to be activated by the left rear entry door. Override switch to be on right rear entry door Safety Triggers: (1) Dump switch to be 'on' position (2) Vehicle Must be in Park (3) Emergency Brake must be set (4) Module is to be in the 'On' position (5) Open Street side rear entry door	1	1.7.21.1
		HIGH IDLE		
		FRONT END ALIGNMENT		
01-17-7501		Front End Alignment, None- QC Check -Standard	1	
		CAB EXTERIOR OPTIONS		
01-19-0002		RR, Road Rescue Stainless Grille Logo, with Diamond grade Blue reflective backin Blue Diamond grade Reflective behind cut out.	1	1.19.0002
		OUTSIDE REAR VIEW MIRRORS		
01-20-0100		RR, Mirrors, OEM Standard	1	
		RR-CAB INTERIOR OPTIONS		
01-21-3500		RR, Insulation, Cab, Thinsulate in Cab Ceiling (STANDARD)	1	1.21.35.0
		RR-SAFETY OPTIONS		
		RR-TIRES / WHEELS		
01-23-4100		RR, Spare Tire Bracket, Delete Spare tire will be shipped loose.	1	
		WHEEL COVERS		
01-24-2003		RR, Wheel Covers, Phoenix w/ Lug Nut covers, F-Series	1	1.24.20.3
		BASE CONVERSION		
01-45-0608		RR, Conversion, Ultramedic, Type 1, 170 Module, Ford 22-3	1	
		02 - MODULE REQUIREMENTS		
02-01-1008		RR, Ultramedic, 170"L x 96"W Type 1 Module Ultramedic I - 170"L x 96"W Type I Aisle width to be 46". The interior headroom shall be 72"	1	2.1.7003.0
02-01-2100		RR, Interior Headroom, 72"	1	
02-01-9622		RR, Aisle Space, 46" , Ultramedic I	1	
		MATERIALS		
02-02-0070	S	RR, Sub floor Materials	1	
02-02-0120		RR, Type I & Type III, Interior Materials	1	
02-02-1000		RR, Type I & Type III, Materials	1	
		03 - MODULE EXTERIOR		
		UNDERCOATING		
03-02-0200		RR, Undercoating Module (STANDARD)	1	3.2.2.0
		EXTERIOR MODULE CONSTRUCTION		
03-03-0005		RR, Exterior Module Construction Specifications	1	
03-03-1400		RR, Module Roof Radius, 3" High (STANDARD)	1	
03-03-1500		RR, Extreme Bonding Tape (STANDARD)	1	
03-03-1600		RR, Sub-floor Gusset Supports (STANDARD)	1	
03-03-1700		RR, One Piece Side Body Panels (STANDARD)	1	
03-03-1800		RR, Reinforce Rear Header (STANDARD)	1	
03-03-1900		RR, Single Sheet Module Roof Sheet (STANDARD)	1	
		DROP SKIRTS		
03-03-2010		RR, Drop Curbside Fwd Body Skirt, 5", Add Double Step, Light Duty Chassis Drop Curbside Forward Body Skirt, Add Double Step ahead of the	1	3.3.20.0

PART NO	S	DESCRIPTION	QTY	REF. NO
		Curbside Wheelwell - Drop curbside forward body skirt a total of 5 Inches lower than the rearward skirt and Incorporate a Double Step in the Side Entry Step well. (Ultramedic, Promedic only)		
		FUEL FILLS & SPLASH PLATE		
03-03-8005		RR, Housing Fuel Fill, Pocket, Square	1	3.3.80.5
		DEF FILL HOUSING AND SPLASH PLATE		
03-03-8402		RR, DEF Fill, Housing, For Ford F series	1	3.3.84.1
		SUB-FLOOR SYSTEM		
03-04-0140	S	RR, Composite Floor Pan	1	
03-04-0160		RR, Composite Floor Material	1	
03-04-1700		RR, Sub-Floor Assembly, Installation	1	
03-04-1800		RR, Sub-Floor Assembly, 1/8" PVC	1	
		MODULE ENTRANCE		
03-05-0100		RR, Module Access, CS Door standard location	1	
03-05-01SR	U	Black Door Strap, 4" Wide, Bolted to door and Jamb	2	10809526
		SR#2021737F (10809526) Black Door Strap, 4" Wide, Bolted to door and Jamb. 4" black door straps shall be added to the curbside entry door to prevent the door from hyper extending and breaking the gas strut. This shall include (2) straps. (1) installed below the lock box on the c/s entry door. (1) installed up high below the coil cord on the c/s entry door.		
03-06-0100		RR, Entry Doors, Hidden Hinge, Seal on Door ,W/Push Button Fail Safe Latching This includes the Fail Safe Latching mechanisms on all three entrance doors.	1	3.6.40.0
03-06-0700		RR, Hold Open Rear Door, Polished Cast Aluminum, Pin & Slot Style	1	3.6.7.0
03-06-0800		RR, Hold Open, Curb Side Entry Door, Heavy Duty Gas Spring Curbside Door Restraint - Heavy Duty gas spring hold opens. - Attached by 1/4" x 20 SS Machine Screws with 1/4" x 20 Nut Inserts into Corner Gusset in Door Side entrance door to open to 90+ degrees. (STANDARD)	1	3.6.8.0
03-06-1013		RR, Entry Door Handles,Trimark Logo Chrome/Black (Interiors Located top of door) ********** Relocate the Standard Interior Side and Rear Entrance Door Paddle Handles and Lock Boxes to the TOP of the doors. With Push button Emergency Release top and bottom of each door.	1	3.6.80.0
03-06-1059		RR, Safety Walk Grip on Exterior Door Paddle Latches.	1	3.6.48.0
03-06-1700		RR, Door Lubrication, Paddle Handles and Latches (STANDARD) Lubricate all Door Hardware - All paddle handles, latches, rods and springs shall be lubricated prior to delivery.	1	
03-06-2201		RR , Magnetic Entry Door Switches (STANDARD)	1	3.6.22.0
03-06-2202		RR, Door Panel Mounting Screws (STANDARD)	1	
03-06-4200		RR, Coil Cords for Electrical Circuits (STANDARD)	1	
03-06-5050		RR, Door Flashers, (3) Whelen 4" Dia Red LED, (1) Per Entry Door (3) Whelen 4" Round Red LED warning lights in rubber grommets. - Installed on the module entrance doors, (2) on the outboard lower corners of the rear interior door panels and (1) on the outboard lower corner of the	1	3.6.50.0

PART NO	S	DESCRIPTION	QTY	REF. NO
		curbside interior door panel. Each light to default flash when the respective door is opened.		
03-06-6065		RR, Power Door Locks, Module Entry Doors,w/Hidden Switch Install power door locks in side and rear entrance doors. Includes (2) lock/unlock switches, one at side door and one at rear door. Also includes (1) hidden switch in rear license frame for unlock function only. Will unlock MOD locks ONLY. Does not include wireless remote.	1	3.6.66.0
03-06-8010		RR, Inner Door Panel - Stainless Steel , Two Piece (STANDARD)	1	3.6.15.0
03-06-8011		RR, Lock Boxes, White Diamond Grade	1	3.6.40.1
		SIDE DOOR STEP		
03-08-2020		RR, Side Entry Step Well, Increased Depth, Diamond Plate Upper & Lower step Increase the depth of stepwell inboard as far as sub structure permits. Side surfaces to be Diamond Plate. Lower step surface to be NFPA Diamond Plate Sweep Out. The "Sweep Out" step to be 1/4" above top of weather strip with a 45 degree chamfered edge. The floor shall be supported with rigid foam floor insulation in the same manner as the module floor. The Second step to be fabricated of aluminum diamond plate and installed so that the step surface is midway between the stepwell floor surface and the module floor surface making two equal steps into the vehicle.	1	3.8.22.0
03-08-2021		RR, Side Entry Step Storage, Drop Down under Step, w/Hinged drop down door This will have a drop down door with twist turn latches.	1	3.8.24.0
03-08-3010		RR, Light, Side Entry Step well, LED, Whelen OS Mini, Clear	1	3.8.5.0
		WINDOWS		
03-09-0030		RR, Module Window Requirements	1	
		WINDOW- Side Entry Door		
03-09-1120		RR, Window, Side Entry Door, 18X18, Slider - Bronze Glass	1	3.9.11.2
		WINDOW - Rear Entry Doors		
03-09-1220		RR, Window, Rear Entry Doors, (2) 18 x 24, Fixed, Bronze Glass	1	3.9.12.2
		MODULE TO CHASSIS MOUNTING SYSTEM		
03-10-1100		RR, Module to chassis mounting system, Additional Duty Type 1 (12)	1	3.10.5000
03-11-2000		RR, Bellows, Connecting, Type I	1	
		REAR BUMPER AND REAR STEP CONSTRUCTION		
03-12-1800		RR, Rear Bumper, Recessed 9" Pocket, Flip-up	1	3.12.18.0
03-12-3020		RR, Bumper Pods, CPI Cast Aluminum w/RR Logo. (UM & UM-150) Cast Products Bumper Pods, High Polish Finish. Mounted on the outboard rear step bumper frame members. The CPI cast aluminum pod shall include a RR Logo embossed in the cast pattern on the step tread.	1	3.12.30.0
		INSULATION		
03-13-2220		RR, Whisper Quiet, Sound Dampening/Thermal Insulation Package (UM) Whisper Quiet - Sound Dampening/Thermal Insulation Package. (ULTRAMEDIC AND PROMEDIC)	1	3.13.22.0
		ELECTROLYSIS PREVENTION		
03-14-4000		RR, Electrolysis Prevention, Fluid Film Fluid Film is used at Every Point Where the Mounting Process has the Propensity to Break Paint (STANDARD)	1	
		COMBINATION RUB RAIL AND FENDER RING		
03-15-6500		RR, Rub Rail, Skirt Line, Extruded Anodized 3" C Channel ILO Rubber	1	3.15.65.0
03-15-8200		RR, Rubber Fender Flare Install black flexible rubber fender flare ILOS fender rings. Fasteners shall	1	3.15.82.0

PART NO	S	DESCRIPTION	QTY	REF. NO
		be 1/4-20 bolts with fender washers and nylock nuts.		
		SPLASH GUARDS AND RUNNING BOARDS		
03-16-1526		RR, Running Board w/ 7" Grip Strut Inserts, 2017+ F series Type I	1	3.16.31.21
03-16-1800		RR, Mud Flaps, Rear, Black w/ Road Rescue Logo	1	3.16.18.0
		Heavy Duty Rubber Mud Flaps w/ RR Logo - Heavy Duty Rubber Mud Flaps to be bolted to the wheel liner behind the rear duals with 1/4" x 20 Stainless Steel bolts, washer and nylon locknut for ease of maintenance and repair (STANDARD)		
03-17-1000		RR, Drip Rails	1	
		Polished Aluminum Drip Rails - Above All Doors, Entry and Compartment (Standard)		
03-18-1000		RR, Wheel well liners	1	
		Aluminum Wheelwell Liners - Extending to Bottom of Skirt (Standard)		
		CAB TO MODULE ACCESS		
03-19-1100		RR, Pass Thru Window, Type 1 Ford,GM or Dodge	1	3.19.49.0
		Includes a Lexan sliding window in the module. The window shall have a positive latch on the cab side.		
03-19-1113		RR, Pass Thru Opening, Type I	1	3.19.11.0
		LICENSE PLATE HOLDER		
03-20-0510		RR, Rear License Holder Location, C/S Above Rear Kick plate	1	3.20.5.1
		EXTERIOR COMPARTMENT CONSTRUCTION		
04-01-0100		RR, Exterior Compartment Construction, Heavy Duty	1	
04-01-3000		RR, Door Sill Protection, Stainless Steel.	1	
		Door Sill Protection - Install Stainless Steel sill protector on lower edge of all door frames to prevent paint damage. (STANDARD)		
		EXTERIOR COMPARTMENT DOORS		
04-02-0100		RR, Compartment Door, Hidden Hinge, Seal on Door (UM)	1	4.2.100
04-02-0715		RR, Compartment Handles, Exterior, TriMark Logo Chrome/Black (UM)	1	
		TriMark Two-Point Cast w/Polished Chrome Paddle Handle and Housing, Locking and Non-Locking, with floating cam - Mounted in CNC Cut Opening in Each Compartment Door Skin w/OEM Clamp Assembly. (STANDARD ULTRAMEDIC)		
04-02-0741		RR, Compartment Handle, TriMark Logo Chrome/Black, Paddle, Street side, locking	3	4.2.7.41
		For single doors or Leading doors on Compartments #1,#2 and #4.		
04-02-0746		RR, Compartment Handle, TriMark Logo Chrome/Black, Paddle, Street side, Non-Lock	1	4.2.7.46
		For Trailing door on the street side. Compartment #2.		
04-02-0751		RR, Compartment Handle, TriMark Logo Chrome/Black, Paddle, Curbside, locking	2	4.2.7.51
		For single doors on the curbside Compartments #6 & #8		
04-02-0758		RR, Compartment Handle, TriMark Logo Chrome/Black ,Drop Door or Drawer, Locking	1	4.2.7.58
		For drawers on either side of unit. Compartment #8.5		
04-02-0850		RR, Compartment Door Locks, 2015 TriMark	1	
		Compartment Door Handle Manual Locks. - All doors shall incorporate double cut, non-directional tumbler assemblies that are keyed alike (STANDARD)		

PART NO	S	DESCRIPTION	QTY	REF. NO
04-02-0900		RR, Compartment Rotary Latches	1	
04-02-1000		RR, Compartment Door Nader Pin	1	
04-02-1200		RR, Compartment Door Lubrication, Door Handles and Latches	1	
04-02-1300		RR, Compartment Door Reflectors All exterior compartment doors shall have a red reflector mechanically attached to the UPPER outboard corner of the door.	1	4.2.13.0
04-02-1500		RR, Compartment Door Switches, Magnetic	1	4.2.15.0
04-02-2010		RR, Compartment Door Panel, Inner, Diamond Plate	1	4.2.20.1
04-02-2500		RR, Compartment Door, Panel Mounting Screws	1	
04-02-5999		RR, Power Door Locks, Exterior Compartments	1	
04-02-6010		RR, Exterior Compartment #'s 1, 2, 4, 6 & 8, Only	1	4.2.61.0
04-02-6900		RR, Door Flasher(s), Whelen Red 0S Mini LED The lights shall be mounted on the outboard lower corner of the INTERIOR door panel and will flash when the respective door is opened.	1	
04-02-6905		RR, Exterior Compartment (5) Doors #1, #2 (forward door), #4, #6, and #8	1	4.2.69.5
04-02-7801		RR, Compartment Door, Gas Struts	1	
04-03-2400		RR, All Standard Compartment Lights, LED, Flexible Strip Two (2) Vertical strips in each exterior compartment installed, one (1) on each side of the opening. The compartment #1 lights will be also wired to Oxygen light switch in action area.	1	4.3.24.0
		EXTERIOR COMPARTMENT INTERIOR		
04-04-1000		RR, Exterior Compartment, Interior Finish, Polyurethane Coated Exterior Compartment Interior Polyurethane Rubberized Liner Color Choice. Rubberized polyurethane coating applied to the surfaces of ALL exterior compartment walls and dividers. Does not include slide out battery tray or mounting angles. Battery Tray to be raw aluminum. NOTE: If there is not a slide out battery compartment in the order the #3.5 exterior compartment area will be Polyurethane lined.	1	
04-04-1002		RR, Color, Light Gray	1	4.4.10.2
		EXTERIOR COMPARTMENT SHELVING		
04-05-0001		RR, Exterior Compartment Shelving and Unistrut All exterior shelving Unistrut shall be welded to the walls prior to any compartment wall finish. Where specified, exterior adjustable shelves shall be box pan formed of a minimum .125 inch Aluminum Diamond Plate and corners shall be welded. Shelves shall be infinitely adjustable, and securely mounted to heavy gauge aluminum Unistrut track. (Standard)	1	
04-05-1000		RR, Compartment Shelving, Diamond Plate Diamond Plate Exterior Compartment Shelving. (STANDARD)	1	
		COMPARTMENT #1 - STREETSIDE FWD		
04-06-0001		RR, Compartment #1, EXTERIOR	1	
04-06-0010		RR, Compartment #1, Electrical Storage #1 Compartment Electrical Storage - Recessed into the bulkhead side of compartment #1 shall be an enclosed area for the installation of miscellaneous electrical components. The aluminum cover for this area to be installed with 'J' molding The 'J' molding to be full length of panel on bottom and inboard side. Outboard side of panel to be secured with mechanical fasteners. (STANDARD)	1	4.6.11.0
04-06-0020		RR, Compartment #1, Full Height, Standard Configuration (UM)	1	4.6.12.0
04-06-1505		RR, Compartment #1, Shelf, Fixed Installed from the divider to wall #3 above the O2.	1	4.6.155.0

PART NO	S	DESCRIPTION	QTY	REF. NO
		See CA Drawings.		
04-06-1701		RR, Compartment #1, Divider, Fixed See CA Drawings.	1	4.6.165.0
		COMPARTMENT #2 - STREETSIDE FWD WHEELWELL		
04-07-0010		RR, Compartment #2, EXTERIOR	1	
04-07-0600		RR, Compartment #2, Standard Configuration, (UM) #2 Compartment to be directly behind the #1 compartment and below the interior action area shelf on the street side of the module. Includes (1) adjustable shelf on Unistrut track. (STANDARD Ultramedic)	1	4.7.6.0
04-07-2610		RR, Compartment #2, Shelf Adjustable, First Shelf Standard (Ultramedic).	1	4.7.261.1
		COMPARTMENT #4 - STREETSIDE AFT		
04-09-0001		RR, Compartment #4, EXTERIOR	1	
04-09-3000		RR, Compartment #4, 3/4 Height, Standard Configuration #4 Compartment street side rear of module with Interior Upper left #4 Cabinet - #4 Compartment to be to the bottom of upper left #4 cabinet. Eng Note: Dog leg in the compartment for counter top. See part number 05-15-4700 for 24" wide counter top aft of the CPR seat.	1	4.9.30.0
04-09-4505		RR, Compartment #4, Shelf Adjustable, First Shelf From wall #1 to wall #3 below the dog leg. See CA Drawings.	1	4.9.451.1
04-09-6002		RR, Compartment #4, Louver Door, (2-Sets) of 4 Stamped Louvers There shall be two sets of (4) louvers stamped on the exterior door up high. See CA Drawings.	1	4.9.60.2
		COMPARTMENT #6 - CURBSIDE AFT		
04-11-0084		RR, Compartment #6, EXTERIOR	1	
04-11-0600		RR, Compartment #6, Standard Configuration (UM)	1	4.11.6.0
04-11-2060		RR, Compartment #6, Divider, Fixed (UM) Installed to clear the opening of the inside/outside access. Approx. 14 inches from wall #3. See CA Drawings.	1	4.11.456.0
04-11-4510		RR, Compartment #6, Shelf Adjustable, First shelf (1) Adjustable shelf for exterior compartment #6. From the fixed divider to wall #3. Install Approx. 42" from the floor. NOTE: The interior/exterior access is 12" wide. See CA drawings	1	4.11.451.0
04-11-4520		RR, Compartment #6, Shelf Adjustable, Additional, Each Location:Fixed divider to wall #3, centered (top to bottom) in the inside/outside access opening. NOTE: The interior/exterior access is 12" wide. See CA drawings	1	4.11.452.0

PART NO	S	DESCRIPTION	QTY	REF. NO
04-11-4600		RR, Compartment #6, Dividers, Adjustable (2) Backboard Storage, 24"H x 10"D The vehicle shall include (2) adjustable dividers locate in the rearward portion of compartment #6. The Unistrut track is to be welded in place prior to any compartment finish being applied. The dividers shall be 24"H x 10"D with chamfered corners and weather-strip installed along the outside edge.	1	4.11.460.0
04-11-4620		RR, Compartment #6, (2) Cushions on Back Wall for Backboards There shall be (2) cushions on back wall of the #6 compartment. The cushions shall be 2" thick x 6"H x the width of the backboard storage area. The cushions shall be installed on the inner wall above and below the dividers and shall be secured with Velcro.	1	4.11.462.0
04-11-4635		RR, Compartment #6, Equipment Strap, Seat Belt Style, Metal Buckle, Each (1) Seatbelt style strap with metal buckle. (Push button) Location: (1) from wall #1 to fixed divider for back boards, and (1) (Long) from inboard wall #3 to the outboard wall #3 for stair chair. See CA Drawings.	2	4.11.463.1
		RR, Compartment #8, EXTERIOR		
04-14-1400		RR, Compartment #8, Full Height Door	1	4.14.14.0
		COMPARTMENT #8.5 - CURBSIDE LOWER FORWARD		
		RR, Compartment #8.5, EXTERIOR		
04-15-0400		RR, Compartment #8.5, Drawer Style Battery Box Configuration Battery access door mounted slide out battery tray. The interior of the battery compartment to be made of POLYURETHANE COATED ALUMINUM. Battery Tray to be raw aluminum.	1	4.15.4.0
		INTERIOR TRIM AND FEATURES		
		New Interior Trim - All cabinet and wall panel aluminum trim to be Gray anodized. (No Black trim to be used). All protective corner trim will be Opaque and will include a matching domed end cap. (STANDARD)		
		INTERIOR ADJUSTABLE SHELVES		
		INTERIOR TRIM		
05-05-1000		RR, Interior Trim, Standard	1	
		HEADLINER		
05-06-1100		RR-Ceiling Medical Device Rail (UM & UM-150)	1	5.6.11.0
05-06-1610		RR, Headliner, PVC, White	1	5.6.16.10
05-06-1802		RR, Ceiling Medical Device Rail. White LED Strip Lights,(UM & UM-150)	1	5.6.18.0
05-06-1902		RR, Ceiling Medical Device Rail, Red/Amber LED Turn/Brake Strip Lights (UM & UM-	1	5.6.19.0
		FLOORING		
05-07-00SR	U	Flooring - Lonridge #DR801 smokeyblack SR#2021737F Flooring - Lonridge #DR801 smokey black	1	10814509
05-07-1000		RR, Flooring, Aluminum Floor/Wall Cove Molding (STANDARD)	1	5.7.5.0
05-07-1405		RR, Flooring, .063 Aluminum Rear Threshold, 45 Degree Chamfered, BLACK Coated	1	5.7.14.2
05-07-9894		RR, Floor, Curbside .063 Aluminum, 4"wide, Black Polyeurea Coating	1	5.7.61.2
		HEAD BUMPERS		
		BACKRESTS		
		Rear Entry Door Grab Handles		
05-10-1301		RR, Rear Entry Door Grab Handles, "L" Bars, 16" Anti-Microbial "L" Bars - 16" Anti-Microbial. 1.25" Diameter stainless steel "L" Bars	1	5.10.13.1

PART NO	S	DESCRIPTION	QTY	REF. NO
		mounted to each rear door. Approximately 16" wide by 26" high. Clear Anti-Microbial finish.		
		Side Entry Door Grab Handle		
05-10-1401		RR, Side Entry Door Grab Handle, "L" Bar - 19" Anti-Microbial "L" Bar - 19" Anti-Microbial. 1.25" Diameter stainless steel "L" Bars mounted to side entry door. Approximately 19" wide by 24" high. Clear Anti-Microbial finish.	1	5.10.14.1
05-10-1903		RR, Ceiling Grab Rail, Center 108" Anti-Microbial Installed curbside of the ceiling medical device rail.	1	5.10.19.3
		Ceiling Grab Rail - Street side		
05-10-2101		RR, Ceiling Grab Rail, Street side 72" Anti-Microbial Installed Streetside of the ceiling medical device rail.	1	5.10.21.1
		IV FLUID HANGERS		
05-11-4000		RR, IV Hangers, CPI #IV2008 (STANDARD)	1	
05-11-4002		RR, IV Hangers, Quantity (2) See CA Drawings.	1	5.11.40.2
		LEFT STACK AND BULKHEAD AREA #1		
05-12-0010		RR, Interior Street side #1 - Left Stack and Bulkhead	1	
05-12-0200		RR, Upper Bulkhead Cabinet, Double Doors Upper Bulkhead Electrical Cabinet, Double Doors - Install double hinged Kydex Thermoplastic or multi-spec (picked in the proper section of work order) doors with locking latch on the right hand door and center mullion on the left hand door on the standard upper bulkhead electrical cabinet. (STANDARD)	1	5.12.20.0
05-12-16SR	U	RR, Left Stack, Storage Area #1, 45 Deg Angled, CN 10 Certified RollTek Configur A two section vertical cabinet shall be provided behind the attendant seat on the street side forward corner on a 45 degree bevel that includes the access doors to the cabinet. The lower cabinet door shall be aluminum with plastic laminate and the upper cabinet shall be a hinged Poly carbonate door with full perimeter extruded aluminum frame and integral latching handles. Reduced approximately 6" in width from standard to accommodate the RollTek. This option does not include an adjustable shelf, shelves must be picked separately in the order.	1	10493494
05-12-1810		RR, Shelf Adjustable, Left Stack, First Shelf For C1.	1	5.12.181.0
		ACTION WALL AREA #2		
05-13-0010		RR - INTERIOR STREETSIDE #2 - ACTION AREA	1	
05-13-0700		RR, Action Wall Area #2, Medical Device Rail	1	5.13.7.0
05-13-1205		RR, Cabinet, UL2 & UL2.5 Comb,Single Restock Cabinet w/Split Interior, CN 10 Cer The UL2 and UL2.5 cabinets shall share a single door with sliding poly carbonate doors with spring actuated latching handles and have restocking feature with integral exterior spring actuated latch. The interior of the cabinet shall be split into (2) sections with (1) adjustable shelf in each. The attendant switch panel and environmental controls shall be built into a separate 6" high section below the restocking door.	1	5.13.1205
05-13-1305		RR, Cabinet, Upper Left U2.75,Angled End Cabinet w/OHO Poly carbonate Door	1	5.13.13.5

PART NO	S	DESCRIPTION	QTY	REF. NO
		The rearward end of the UL2 or 2.5 cabinet shall be angled forward at approximately 45 degrees to provide a safety zone for the CPR seat occupant in the event of a forward vehicular impact. Includes (1) adjustable shelf. The angled face of this cabinet shall have (1) single hinged Poly carbonate GEN II (OHO) door with integral latch to access the storage area created by the angled section. Hinged on right side of cabinet opening. U2.75 to be 15" wide and be flush at the face of the U3. See CA drawings		
05-13-2200		RR Countertop, Forward and Rear Monitor Area.	1	
05-13-2217		RR, Avonite New Concrete, 7842	1	5.13.22.17
05-13-2620		RR, Relocate SSCOR Suction Canister, Lower Left	1	5.13.262.0
		RR-Interior Street side #3 - CPR Seat		
05-14-0500		RR, CPR Seat, Street side, Standard Configuration - The CPR seat shall include a flip up seat equipped with a gas strut hold open device and positive latch for securing the lid when closed. The CPR seat shall include a 2" foam seat and backrest, the upper and lower sections will be padded on both sides for added protection.	1	5.14.5.0
05-14-0900		RR, CPR Seat Lid Hold-Down CPR Seat Lid Hold-down - Install a Black Tri Mark recessed paddle latch, Include a tri-mark retention mounting bracket (1) under CPR seat lid.	1	5.14.9.0
05-14-12SR	U	Cabinet, U3, Flip up Gen II OHO Door - 72" HR CN10 SR#2021248F Custom U3 cabinet with Gen II OHO door that flip up with restocking feature. Cabinet to be approximately 9"H x 10-3/4" D x 27"W. This unit has 72" HR. The distance between top of the CPR seat and bottom of the cabinet cushion to be a minimum of 43" in compliance with KKK-A-1822F.	1	10769376
05-14-2560		RR, CPR Seat, Seat Belt, 4 Point (Per4Max) Black, Change Notice 8-Compliant Above Lid mounted	1	5.14.102.31
05-14-3901		RR, CPR Seat, "U" Barrier Bar, Padded, 1.5" SS, Ash Gray Mounted at the front of the CPR side seat vertically in line with the Padded head cushion on the "U2" cabinets.	1	5.14.39.1
05-14-4101		RR, CPR Seat, RR Backrest and Head Cushion, RR Logo, (1) Set, Ash Gray	1	5.14.28.1
		RR, INTERIOR STREETSIDE #4 - REAR AREA		
05-15-1001		RR, Cabinet, Upper Left U4, Standard Configuration- CN 10 Certified Upper left U4 cabinet with sliding poly carbonate doors with spring loaded latching handles, restocking feature with spring loaded exterior integral latch and (1) adjustable shelf.	1	5.15.1020
05-15-1006		RR, Cabinet, Upper Left U4.75, Angled End Cabinet w/OHO Poly carbonate door The forward end of the UL4 cabinet shall be angled back at approximately. 45 degrees to provide a safety zone for the CPR seat occupant in the event of a vehicular impact. Includes (1) adjustable shelf. The angled face of this cabinet shall have (1) single hinged Poly carbonate GEN II OHO door with integral latch to access the storage area created by the angled section. Hinged on the left	1	5.15.11.5

PART NO	S	DESCRIPTION	QTY	REF. NO
		side of cabinet opening. U4.75 to be 15" wide and be flush at the face of the U3. See CA drawings		
05-15-4700		RR, Countertop, 24" Aft of CPR Seat Counter aft of CPR seat to be 24" wide. Requires notching the #4 compartment. The door frame notch close out at the rear of the counter to be 24" wide. The depth of the counter top to be approx. 18".	1	5.15.470.0
		SQUAD BENCH AREA		
05-16-0010		RR, INTERIOR CABINETS - SQUAD BENCH AREA	1	
05-16-0144		RR, Squad Bench, Curbside, Two Piece Hinged Lid	1	5.16.50.0
05-16-0150		RR, Squad Bench, Restraint Belts	1	5.16.3.2
05-16-0151		RR, Squad Bench, Medical Device Rail	1	
05-16-0152		RR, Squad Bench, Latches, Lids, Tri Mark, Include a tri-mark retention mounting brackets	1	5.16.60.0
05-16-0158		RR, Squad Bench, Seat Belts, Two 4-Point belts (Per4Max) Black, CN-8 Above the Lid Mounted	1	5.16.102.51
05-16-0171		RR, Squad Bench, RR Backrest and Head Cushion, RR Logo, (1) Set, Ash	2	5.14.28.1
05-16-1323		RR, Head of Squad Bench, Storage, Recessed (2) O2 Brackets, Open There shall be a recessed cabinet for (2) QR-D-2 portable oxygen bottle brackets at the forward end of squad bench. The cabinet shall be located to the left of the side entry door step well and below the squad bench lid. The cabinet shall be open access with no doors.	1	5.16.132.3
		ROLLTEK SUPPLIMENTAL RESTRAINTS		
05-16-1821		RR, Attendant Seat Air Bag system Shall include the Head curtain airbag and the tubular air bag between the seat and the Action area and it's associated trim and braketry.	1	5.16.18.21
05-16-1822		RR, CPR Side Seat Air Bag System Shall include the Head curtain airbag and it's Cover trim	1	5.16.18.22
05-16-1825		RR, Roll Sensor , 3 ouput max, with (2) Terminating Resisters Shall include the Head curtain airbag and it's Cover trim	1	5.16.18.25
05-16-84SR	U	RR, Upper Squad Bench Cabinet, 9"H, Gen II OHO 72" HR SR#2020642F Custom U7, and U7.5 cabinet with Gen II OHO doors that flip up with restocking feature. The cabinet will be approximately 9"H x 8.5"D and will be approx. 78"W. The cabinet shall be divided into two (2) separate sections by a fixed center divider. (This unit has 72"HR) The distance between the top of the squad bench cushion to the bottom of the cabinet cushion shall be a minimum of 43" in compliance with KKK-A 1822F requirements for head clearance. Does not include shelves.	1	10549490
		BIOHAZARD- **RR, INTERIOR - BIOHAZARD**		
05-17-0300		RR, Squad Bench "A" Bar 18", Anti-Microbial,Waste/Sharps for F. W. 521 Install 18" Anti-microbial A-Bar with built in holders for a 5 quart Sharps Container and an 8 quart Waste Container. Includes 5 quart Sharps Container and an 8 quart Waste Container. A-Bar shall be mounted at the head of the	1	5.17.21.0

PART NO	S	DESCRIPTION	QTY	REF. NO
		squad bench and shall be 18" wide to accommodate storage options in the head of the squad bench. A-Bar may be pivoted or removed to access storage options.		
05-17-2000		RR, Glove Butler(s)	1	
05-17-2100		RR, Glove Butler (3) Total, Over Curbside Entry, Drop down Door (3) Glove Butler II glove boxes installed above the side module entrance door inside a cabinet with drop down door and (2) locking latches. Door to be Kydex Thermoplastic or multi-spec covered and bottom hinged to tip out for restocking. Access holes to be cut in door for glove removal.	1	5.17.210.0
		CURBSIDE RIGHT STACK STORAGE #8		
05-18-0010		RR, INTERIOR CURBSIDE - RIGHT STACK STORAGE #8	1	
05-18-0600		RR, RF ALS, Upper Heater, A/C Unit, Standard Configuration (UM & UM-150)	1	
05-18-0800		RR, RF ALS, Hidden Air Intake (STANDARD)	1	
05-18-1099	S	RR, RF ALS, "A" Style Custom Configuration (UM & UM-150) (Special Request)	1	
05-18-5130		RR, U8, Drug Cabinet, Single Aluminum Drop, Down Door, Interior Below the top section area shall be a drug cabinet with a Kydex Thermoplastic or multi-spec covered door with a locking latch. Door will be hinged across the bottom.	1	
05-18-51SR	U	C8-Center RF, Dual Gen II OHO Polycarbonate Doors (1) Adj Shelf SR#2021737F This cabinet will have dual side hinged GEN II OHO polycarbonate doors. This cabinet will be inside/outside access and the interior will be finished with flooring material. Includes (1) adjustable shelf approximately centered in the cabinet.The #8 exterior access door shall be the same height as the C8 cabinet.C8 and L8 to be equal in height.	1	
05-18-5332		RR, L8, Cabinet, Gen III OHO Poly carbonate Doors,Reduced Ht (1)Adj Shelf, I/O The lower section of the right front ALS cabinet shall have interior and exterior access and shall contain one (1) adjustable shelf. The double interior access doors shall be side hinged Gen II OHO polycarbonate doors. The interior walls of this area to be lined with flooring material and the floor of this section shall incorporate an angled stainless steel threshold designed to facilitate removal of equipment from the floor of the cabinet without catching on the lower frame edge. C8 and L8 to be equal in height.	1	
		ATTENDANT SEAT		
05-19-0500		RR, Attendant's Seat, EVS 1880, Child safety, Comfort, Per4Max Belt-Black	1	
05-19-0501		RR, Color - Ash Gray	1	5.19.5.1
05-19-6501		RR, Attendant's Seat Base, EVS Swivel 2 Pos	1	5.19.65.1
		RR-INTERIOR COLORS		
05-20-2000		RR, Multi-Spec Interior Surfaces	1	5.20.2000
05-20-2001		RR, Color, Misty Gray #6028	1	5.4.12.1
05-20-5300		RR, Upper Band Vinyl Color, Cabinets and Stitched Cushions Upper Band Vinyl Color Choice for cabinets and stitched cushions.	1	
05-20-5328		RR, Color, Ash Gray	1	5.20.53.28

PART NO	S	DESCRIPTION	QTY	REF. NO
05-20-5500		RR, Lower Band Vinyl Color, Vacuum Formed Cushions	1	
05-20-5502		RR, Color, Ash Gray	1	5.20.55.2
05-20-9850		RR, Poly carbonate Color Choice	1	
05-20-9851		RR, Poly carbonate, Gray 1/4" poly carbonate	1	5.20.9851
		RR-MISC. INTERIOR OPTIONS		
05-21-5002		RR, Squad Bench & Lower Left, 11 Inch Brushed Stainless Kick panels There shall be a stainless steel kick panel on the face of the streetside lower left wall and curbside squad bench. The kick panel shall be approximately 11 inches high and shall run the full length of the squad bench and lower left wall.	1	5.21.51.0
05-21-7050		RR, Interior Access, #6 Compartment, w/ Hinged Poly carbonate Door, CN 10 Certif SR#2021736F Inside/Outside door must have a clean opening of 12" WIDE. This will allow access to a Lucas device from both the inside and outside #6 compartment. Door to be right hand hinged GEN II OHO polycarbonate door. ***ENG NOTE*** The adjustable shelf in the #6 compartment is approx. 42" H off the compartment floor.	1	5.21.7050
05-21-8500		RR, Cabinet Latch, Southco 2" Round, Stainless Locking, CN 10-Rated 10lb	5	5.21.85.0
06-01-0100		RR, General Wiring, General Harness	1	
		CAMERAS		
06-06-10SR	U	Rearview Camera Over Rear Doors with Mirror Monitor - Voyager SR#2021112F Back Up Camera VCMS24 - installed above the rear doors of the exterior module. Monitor is VOM74MM - installed in place of the OEM Rearview mirror. This option includes the adapter for the mirror mount.	1	10760298
		RR-COMMUNICATION		
06-06-1601		RR, Two Way Radio Routing Path Cab to Module (STANDARD)	1	
06-06-1700		RR, Two Way Radio Pre wire, 12VDC Power & Ground (STANDARD) #8 gauge Red power and Black ground wiring will be labeled appropriately for future installation by a radio technician. The Black ground wire to be connected to a main ground point, the Red power wire to be left unconnected near a direct to battery connection point inside the power distribution cabinet. Both wires to route to the lower section of the Left Stack/Radio Cabinet and be of sufficient length to allow routing to the Cab Console as an alternate radio installation location. Wires to be labeled at both ends.	1	6.6.17.0
06-06-1900		RR, Antenna UHF/VHF, (2) Pre wire, two RG58AU low loss cables installed from the two-way radio cabinet to the ceiling of the module. Accessible be removing an interior light in the patient compartment ceiling. The interior light shall include an etched plastic label identifying the plate as the antenna access point. The cables shall route from the module roof to the lower section of the left stack/radio cabinet and be of sufficient length to allow routing to the cab console as an alternate radio installation location.	1	6.6.15.0

PART NO	S	DESCRIPTION	QTY	REF. NO
06-06-6600	S	RR, Radio Power, (2) Power Post (1) Ground Post Includes two (2) 8 gauge power and ground cables running from the power distribution area to the areas listed below. Power and grounding posts to be labeled. (1) circuit to be wired battery hot, (1) to be On with ignition. Front console Lower left stack (L1) Behind the angle rear switch panel	3	6.6.66.0
		RADIO AND CLOCKS		
06-07-6000		RR, Clock, Digital DDS 12/24 Hour 2.5" LED, Over Rear Doors	1	6.7.60.0
		07 - ELECTRICAL 12 VOLT DC		
07-00-0101	S	RR, Electrical System 12V, PC System	1	
07-01-0010		RR, Crct Pwr Accs.,Ign/Shrline,1-20 amp 12VDC to 2 locs,W/O,PD9130 chrgr (1) 10 amp lead shall be coiled up behind the A./A panel for future use. (1) 10 amp lead shall be coiled up behind the drivers seat in the cab, for future use. Note: This code will be used when and additional battery charger has already been installed, the PD9130 will not be used with this option.	1	7.01.0010
07-02-1000		RR, Voltmeter - Standard	1	
07-02-1100		RR, Alarm,Low Voltage,With Buzzer and Indicator,in cab console	1	
07-03-1000		RR, Ammeter - for PC System	1	
		BATTERY SYSTEM		
07-04-5305		RR, Ignition Battery Shut off Timer, 5 minute.	1	7.4.53.5
07-05-0400		RR, Batteries, Type I UM/UM-150, Ford or Dodge Ram (2) OEM (1) Additional The two OEM batteries under the hood. One 700 CCA AC Delco additional battery shall be supplied by the manufacturer and located in the exterior compartment located below the right front ALS cabinet.	1	7.5.4.0
07-07-0400		RR, Module Disconnect, PC System	1	
07-08-0100		RR-Battery Ground	1	
07-10-1000		RR, Power Outlets 12V, (2) Power Point Style, On with Ignition (1) outlet shall be mounted in the action area medical rail. (1) outlet shall be mounted above the top shelf in cabinet C8 See CA Drawings.	1	7.10.10.0
07-10-7230		RR, Power Outlet, Kussmaul, USB Dual Port, 5VDC, 4.8 Amp, 091-219-5 Located in the cab switch panel per Electrical Engineering ignition hot standard	1	7.10.7230
07-10-7260		RR, Power Outlet, Kussmaul, USB Dual Port, 5VDC, 4.8 Amp, 091-219-5 State Location: ignition hot standard (1) in the forward medical device rail in the action area	1	7.10.7260
		FRONT CONSOLE		
08-01-1601		RR, Console, Drivers Switch & Radio, PC System, CN11 Polyurethane coated black. Forward section for PC Switches. Rear of PC Switches to be siren with USB to the passenger side. Leave	1	8.1.16.0

PART NO	S	DESCRIPTION	QTY	REF. NO
		space rear of the siren for (2) radios (NO CUTOUTS).		
		Rear of the blank space without any cutouts for the radios shall be cupholders (picked separately in the order).		
		Rear of the cup holders shall be for map storage. This shall be an open space, without any cutouts or dividers.		
08-01-3200		RR, Console Face Plates, Utilize Nut-Certs to Fasten all	1	8.1.50.0
08-01-SR01	U	LED Lighted cup holders	2	10762690
		SR#2021737F		
		Install (2) Blue LED lighted cup holders. Model #LBHBL.		
		Wired on with marker lights.		
08-02-0500		RR, Driver's Control Panel, Carbon Fiber Graphics w/Visual Display, Carling Rock Includes Carling rocker switches	1	
08-02-5510		RR, Door Open Indicators (PC Electrical System) Door Open Indicators - Magnetic Proximity Switches located at the top of the compartment door / jamb will activate a door open indicator on the driver's control panel and activate the corresponding Interior compartment light. (STANDARD).	1	
		ATTENDANT CONTROL PANEL		
08-03-0500		RR, Attendant's Control Panel, Carbon Fiber Graphics, Carling Includes Carling rocker switches	1	
08-04-3904		RR, Power Distribution, PC Board Electrical System 2015+ (UM & UM-150)	1	8.4.39.4
		09 - EMERGENCY Systems- Sirens, Speakers and Air Horns		
09-03-0020		RR, Warning Audible - Siren, Speakers, Air Horns- F-Series	1	
		SIREN ELECTRONIC - CONTROL HEADS / AMPS		
09-03-1030		RR, Siren Electronic, Whelen 295SLSA1	1	9.3.25.0
		SIREN SPEAKERS		
09-03-2023		RR, Speakers, (2) CPI "Though-The-Bumper" for 2023-F-Series w/Fog Lts.	1	9.3.3.23
09-05-0210		RR, Backup Alarm, No Cutoff	1	9.5.2.1
09-06-0200		RR, Emergency Sequencer/Load Manager	1	
		FRONT WARNING LIGHT CONFIGURATION		
09-50-1333		RR, Visual Warning Front Upper - (5) "Cool Bar" (2) Front Wall Configuration	1	
		AUXILLARY EMERGENCY LIGHTS		
09-80-2500		RR, Warning Light Flasher, EEV, M series Flash Pattern, No External Flasher	1	9.80.25.0
		Install terminal strips ILOS in the dead space area labeled Flasher 'A', Flasher 'B', and Flasher 'C'. Flashers A, B, and C will be 'On' in Primary Mode. Flasher B will Cut-Out in Secondary. Flasher C will Cut-Out in Park. Install (2) grounding studs near the terminal strips. Connect all of the scan lock wires to (1) stud and all Sync wires to (1) stud. ALL WIRES TO BE LABELED LIGHTHEAD SPECIFIC Any forward facing White lights are to be 'On' in Primary mode only.		
		Install a relay near the flasher for an auto PARK cutout circuit wired to terminal strip Flasher C will Cut-Out in Park. Label this relay 'Park Cut Out'. NOTE: If the front fender intersection lights are ordered they with split		

PART NO	S	DESCRIPTION	QTY	REF. NO
		colors then the light head will be wired with constant power and set light head to an alternating flash pattern and if there are white LED's they will be 'On' in Primary mode only. Note: This option deletes the standard rear flasher/brake light function as described in 10-01-5020. If the rear flashers are to function as brake lights then option 09-80-3700 must be picked.		
09-80-3200		RR, Emergency Flashers Set to, Custom Flash Pattern	1	
09-80-3700		RR, Warning Light Flasher, Whelen ULF44 Flasher NOTE: In vehicles where the emergency lights are operating on their own internal flashers and the standard module emergency flasher has been deleted, A ULF44 flasher is required to accommodate the standard option 10-01-5020 (Rear Flashers Wired to Brake Lights". Wired to the Rear Body - Upper Corner Flashers.	1	9.80.37.0
09-80-6000		RR, Warning Lights, Secondary Mode in Park/Neutral	1	9.80.60.0
		WARNING LIGHTS **LED Series - M9 (Flange Included)**		
09-95-1504		RR, Whelen M9 LED, w/Chrome Flange LED - WHITE (Internal Flasher) Front Body - Upper Curbside Outer Front Body - Upper Center Front Body - Upper Street side Outer Comet Flash- Diagonal -Primary only.	3	9.95.1504
09-95-1505		RR, Whelen M9 LED, w/Chrome Flange - RED / Clear Lens (Internal Flasher) Front Body - Upper Curbside Corner Front Body - Upper Curbside Inner Front Body - Upper Street side Inner Front Body - Upper Street side Corner Street side Body - Upper Forward Street side Body - Upper Rear Curbside Body - Upper Forward Curbside Body - Upper Rear Comet Flash- Top-Bottom -Primary/Secondary Rear Body - Upper Street side Corner Rear Body - Upper Curbside Corner Rear Body - Lower Street side Window Rear Body - Lower Curbside Window Light heads to alternately flash in an 'X' Pattern and set to triple flash with external flasher and the upper corner lights to be wired to auxiliary brake light circuit.	12	9.95.1505
		LED Series - M7 (Flange included RR)		
09-95-2407		RR, Light, Whelen M7 LED, w/Chrome Flange, Amber, Clear Lens (Internal Flasher) Rear Body - Upper Center Comet Flash 75 Left/Right	1	9.95.2407
09-95-2410		RR, Light, Whelen M7 LED, w/Chrome Flange, Red/White Split Clear Lens (Int Flash	4	9.95.2410

PART NO	S	DESCRIPTION	QTY	REF. NO
		Rear wheel well Warning - Intersectors - LH Side Rear wheel well Warning - Intersectors - RH Side Action Flash 150 Left/Right. Red LED's Forward Front Fender Warning - Intersectors - LH Side Front Fender Warning - Intersectors - RH Side Action Flash 150 Left/Right. Red to be Pri/Sec and White Pri only. White LED's Forward		
		WHELEN ION WARNING LIGHTS (Flange Included)		
09-95-4720		RR, Light, Whelen, ION, WIONSMCD, Red/Clear, W/chrome flange Grille - LH Lower Corner Grille - RH Lower Corner Double Flash Primary Only	2	9.95.4720
		Whelen 700 Light head Flanges / Options		
09-95-9237		RR, Housings, Cast, 15 degree angled, M7, Intersection, 2017+ F-series, Pair	1	9.95.9236.17
		EXTERIOR AUTOMOTIVE LIGHTING		
10-01-0002		RR, Tail Lights, Brake/Turn, Whelen M62-Series LED, Pair	1	10.1.32.2
10-01-0007		RR, Back-up Lights, Whelen M62BU, LED Rear, Pair	1	10.1.66.2
		ICC/MARKER LIGHTS		
10-01-2020		RR, Marker/Clearance Lights, Front, Trucklite Model 33 LED, Amber	1	9.4.9.2
10-01-2120		RR, Marker/Clearance Lights, Side and Rear, TruckLite Model 33 LED, Red/Amber	1	10.1.22.0
10-01-3002		RR, Chrome Flange, (1) Whelen M6	6	10.1.42.0
10-01-5020		RR, Outboard Rear Flashers, Wired to OEM Brake Lights Wired to the Rear Body - Upper Corner Flashers.	1	
		FLOOD AND LOAD SYSTEMS		
10-02-1020		RR, Scene Lighting, (4) Whelen M9 Series Super LED	1	10.2.45.0
10-02-2040		RR, Rear Load Lights, (2) Whelen M7 Series Super LED, Gradient Scene Light	1	10.2.52.0
10-02-3010		RR, Lighting Operation, Side Scene, Rear Load & Back-Up Lights The electrical system shall be wired so that the rear module load lights and the lower back-up lights will operate when the rear doors are open, the switch on the front panel is activated, or when the vehicle is placed in reverse. With the module power switch "off", both the lower back-up lights and the upper load lights will operate when the vehicle is placed in reverse. The curbside scene lights will operate when the curbside door is opened.	1	
		Cab Entry - Lighting **11 - INTERIOR LIGHTING**		
11-01-1215		RR, Dome Light -Road Rescue, 10" Edge illuminated LED, Each (3) Cot lights In the medical device rail over the primary cot (1) Dome Light over the walkway The four outside corner lights and (1) light near the CPR seat area shall be designated module dome lights and be activated when the side or rear module entrance doors are opened or by a three-way circuit allowing these lights to be turned on and off from cab or module. The lights over the primary cot and squad bench shall have switches in the module that will allow independent high/low/off control.	4	11.1.1125
11-01-1420		RR, Dome Lights - (7) Kinequip 8" Round LED (Ultramedic) The interior lighting system shall consist of (7) Kinequip 8" Round LED Dome Lights fixtures in the following configuration:	1	11.1.1420

PART NO	S	DESCRIPTION	QTY	REF. NO
		(3) Bench lights over the squad bench (3) Dome lights Street side (1) Dome light Curbside rear The four outside corner lights and (1) light near the CPR seat area shall be designated module dome lights and be activated when the side or rear module entrance doors are opened or by a three-way circuit allowing these lights to be turned on and off from cab or module. The lights over the primary cot and squad bench shall have switches in the module that will allow independent high/low/off control.		
11-01-9000		RR, Timer -15 minute- Restocking The vehicle shall be equipped with a momentary switch that will activate a fifteen minute timer, wired direct to battery, to allow operation of the module dome lights while the vehicle is off. The momentary switch shall be located on the curbside wall near the side entrance door in the medical device rail.	1	
		SPOTLIGHTS / HANDHELD LIGHTS		
11-02-1000		RR, Handheld Spotlight - Sho-Me 200,000 CP The cab shall be equipped with a spotlight with a coiled cord that is hardwired "On" with Ignition.	1	11.2.30.0
		ATTENDANT LIGHT		
11-03-1010		RR, Attendant Light - 6" x 14" Diffusion Plate Light The cabinet above the light will have a sweep out cover panel over the wiring on the floor of the cabinet if the switch panel is not part of the design of the upper 2 cabinets.	1	11.3.10.10
		SHORELINE INLET		
12-01-5400		RR, Shoreline Inlet, Kussmaul Super Auto-Eject, 20A Shore Inlet, 20 AMP, Auto Eject ILOS. 20 AMP/125VAC shoreline inlet in lieu of standard 15 amp. Includes mating female connector body for inlet and 20 amp GFI circuit breaker combo in lieu of standard 15 amp. Install the breaker box installed behind the driver's seat.	1	12.1.54.0
12-01-6200		RR, Kussmaul, Eject,Cover,15 or 20A,White	1	12.1.62.0
12-01-8000		RR, Shoreline Indicator, (1), "ON" Green OS Mini Indicator Light Whelen Mini OS.There shall be a Green LED waterproof indicator light installed above the shore power inlet. This light is to be wired after the GFI breaker to indicate shore power is 'ON' and breaker has not tripped. Whelen Mini OS.	1	12.1.80.0
12-01-9020		RR, GFI Box Location- Behind Driver's Seat	1	
12-02-0200		RR, Outlets, Interior, 125V-15A (1) Action Wall, (1) Right Stack (1) outlet shall be mounted on the action area medical rail (1) outlet shall be mounted above the top shelf in cabinet C8	1	12.2.2.0
12-02-2049		RR, Outlets, Interior, Each, Additional, 125V-15A, Aft CPR Seat Counter Installed above the forward portion of the telemetry area.	1	12.2.49.0
		BLOCKHEATERS		
12-02-4001		Block Heater - With OEM Plug This option does not include a switch. (STANDARD).	1	
		INVERTER - 125VAC		

PART NO	S	DESCRIPTION	QTY	REF. NO
12-03-1110		RR, Inverter Charger - Vanner LifeSine, with charger indicator on Console Install the inverter in the interior L1 cabinet.	1	12.3.124.0
		13 - ENVIRONMENTAL SYSTEMS **ENVIROMENTAL CLIMATE CONTROL SYSTEM**		
13-01-1200		RR, HVAC - Central Air Flow Discharge (UM & UM-150)	1	
13-01-2000		RR, Climate Control - (UM & UM-150)	1	
13-02-0100		RR, Exhaust Fan - 100 CFM Standard Location	1	13.2.20.0
		HVAC BASE SYSTEM - HOSELINE		
13-02-5602		RR, HVAC Aux Front Wall Coolbar, Hoseline, Ford F-series PC Elec	1	13.2.56.2
13-02-5702		RR, Cover, Cool Bar, (5) M9 Series lights Drawing # 303347 (5) M9 series lights only. Note: Will be painted same color as the mount location on box front.	1	13.2.57.2
13-02-9338		RR, Thermostat, Hoseline Digital, CM5000 Mount probe in front of evaporator	1	
13-03-1000		RR, Return Air System	1	
13-03-2000		RR, Return Air Central Plenum	1	
13-03-3000		RR, Heat/AC Cabinet	1	
		14 - MEDICAL SYSTEMS **COT MOUNTING PROVISIONS**		
14-01-1010		RR, Cot Mounting, Hardware	1	
14-01-1110		RR, Post & Wheel Cups, None	1	
14-01-1622		RR, Stryker Power Load/ Performance Load, Floor Plates and Wiring for Future Ins Additional floor structure for future installation of a Stryker #6390 Power-LOAD system or 9392 Performance Load. Includes pre-wire which will terminate under the attendant's seat	1	14.1.16.22
14-01-4022		Cut Floor for Main Cot Mount Floor plate (Will be installed after delivery)	1	
14-01-4028		Center Mount	1	
		OXYGEN AND AIR SYSTEMS		
14-02-0050		RR, O2 System, PC System	1	
14-02-1000		RR, O2 Cylinder Wrench	1	14.2.15.0
14-02-2000		RR, O2 Cylinder Bracket - Zico #QR-MV	1	14.2.16.0
14-02-3000		RR, O2 Control - Electric with Manual Bypass on Action Wall.	1	14.2.30.0
14-02-3160		RR, O2 Regulator, Wall Mount with 24" braided hose extension (PC) The Oxygen system shall include a Western Medical 50 PSI preset regulator. To provide strain relief and protect the low pressure O2 line from damage during bottle changes, the regulator shall be mounted on an aluminum diamond plate panel which is secured to Unistrut on the back wall of the O2 compartment. The regulator shall be equipped with a high pressure 24" braided stainless steel extension hose that will allow connection to a standard medical oxygen bottle.	1	14.2.67.0
14-02-4000		RR, O2 Outlets, Ohio Style, (2) Action Wall, (1) Squad Bench (1) O2 outlet in Action area medical device rail (1) O2 outlet in ceiling medical device rail. See part #14-02-4100. (1) O2 outlet CS Wall head of squad bench in medical device rail *** NOTE ***	1	14.2.31.0

PART NO	S	DESCRIPTION	QTY	REF. NO
		O2 outlets MUST be at least 12" from any 125V AC outlet.		
14-02-4100		RR, O2 Outlet, Relocate (1) Action Wall Outlet to Ceiling See CA Drawings.	1	14.2.43.0
14-02-6150		RR, O2 Cylinder Holder, Zico QR-D-2 Strapless "D" Bracket, CN 10 Certified, Each Installed in the recessed storage area at the head of the squad bench.	2	14.2.116.1
		SUCTION SYSTEM		
14-03-1010		RR, Suction System, SSCOR On-Board Conforms to J3043 requirements See part #05-13-2620 for relocating the suction canister. Include 'P' Clamp to secure suction hose in position.	1	14.3.40.0
		MISC MEDICAL		
14-04-1000		RR, Fire Extinguisher, 5# ABC w/ Mounting Bracket HD Amerex Bracket #861H with Amerex 5LB fire extinguisher. SHIPPED LOOSE	1	14.4.2.0
		15 - PAINT / DECALS AND NOMENCLATURE		
		PAINT AND FINISH		
15-00-0100		RR, Road Rescue Paint Process	1	15.1.30.0
15-01-2000		Module Paint, Single Color, OEM White Ford white: FA91:YZ	1	
15-01-5000		Cab Paint - Single Color, OEM White	1	
15-02-3001	S	RR, Fine Line Paint Edge	1	1251006
		GRAPHICS AND LETTERING		
15-03-3900		RR, Badge Logos	1	
15-03-4000		RR, Logos and Model Name	1	
15-03-4001		RR, Ultramedic - Black Logos	1	15.3.40.1
15-04-1000		RR, Nomenclature Plaques. DIESEL.	1	15.4.1000
16-01-0200		RR, Owner's Manual	1	16.1.2.0
74-09-0099		Indemnification Statement The purchaser agrees to defend, indemnify and hold Rev Ambulance Group harmless from any claims, costs (including actual attorneys' fees), damages and liabilities caused in whole or in part by any alteration or modification of, or changes or additions to the purchased products OR use of product for purposes it was not designed or intended for.	1	
		== Factory Ship Loose - EMS Equipment - 1.006 04/30/21 ==		

FSA Cooperative Purchasing Program

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment Contract Packet

Posted December 4, 2023

Notice of Final Award
FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment

Date: April 1, 2023

To: All Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for Contract FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment

Florida Sheriffs Association (FSA) has completed its 17th year of the cooperative purchasing fire and rescue contract. FSA is issuing the Notice of Final Award for contract FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment that will be effective from April 1, 2023, through March 31, 2025. This year's bid included 739 items. The contract will offer fire apparatus, rescue apparatus, fire rescue and patrol boats, outboard engines, ambulances, emergency transport utility vehicles, and battery powered rescue tools.

The competitive process for this award began in October 2022, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On October 11, 2022, a direct notification was sent to 849 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 44 pre-bid attendees or waivers. Of these respondents, 14 submitted bids and 12 qualified. FSA has identified intended awardees in the attached Intent to Award report. The ITA report shows up to three lowest bidders per item.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

Item #	Group	Make	Model	Link
1	Airport Rescue Fire Fighting (ARFF) Apparatus	Oshkosh Airport Products	Striker 4x4	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=1
2	Airport Rescue Fire Fighting (ARFF) Apparatus	Oshkosh Airport Products	Striker 6x6	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=2
3	Airport Rescue Fire Fighting (ARFF) Apparatus	Oshkosh Airport Products	Striker 8x8	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=3
7	Electric Vehicle (EV) Pumper	E-ONE	Vector	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=7
8	Electric Vehicle (EV) Pumper	Ferrara Fire Apparatus, Inc.	Vector	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=8
11	Electric Vehicle (EV) Pumper	Rosenbauer	RTX	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=11
12	Electric Vehicle (EV) Pumper	Spartan ER	Vector	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=12
13	Fire Apparatus - Initial Attack	E-ONE	Ford F550 2 dr Diesel 4x2	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=13
17	Fire Apparatus - Initial Attack	Pierce Manufacturing Inc.	Ford F550 MP	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=17
18	Fire Apparatus - Initial Attack	Rosenbauer	Ford 550 Frmd Alum 22` 11``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=18
21	Medium Duty Rescue Apparatus	E-ONE	Freightliner M2	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=21
22	Medium Duty Rescue Apparatus	E-ONE	International	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=22
23	Medium Duty Rescue Apparatus	Ferrara Fire Apparatus, Inc.	Freightliner M2-106	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=23
25	Medium Duty Rescue Apparatus	Rosenbauer	Freightliner Fl 106 Frmd Alum 33`3``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=25
27	Medium Duty Rescue Apparatus	Spartan ER	Freightliner M2 M/D Rescue	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=27
27	Medium Duty Rescue Apparatus	Spartan ER	Freightliner M2 M/D Rescue	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=27
28	Medium Duty Rescue Apparatus	Spartan ER	International M/D Rescue	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=28
31	Mid Mounted Aerial Apparatus	Rosenbauer	Commander Frmd Alum 75` / 44` 10``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=31
35	Mid Mounted Aerial Platform	E-ONE	Typhoon 95` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=35
36	Mid Mounted Aerial Platform	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 100`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=36
39	Mid Mounted Aerial Platform	Pierce Manufacturing Inc.	Enforcer Ascendant Aerial Tower 100` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=39
41	Mid Mounted Aerial Platform	Rosenbauer	Commander Frmd Alum 75` / 44` 10``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=41
42	Mid Mounted Aerial Platform	Spartan ER	Gladiator MMP LT 93`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=42
43	Mid Mounted Aerial Platform	Spartan ER	Gladiator MMP SFA 100`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=43
44	Mid Mounted Aerial Platform	Spartan ER	Gladiator MMP SFA 85`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=44
49	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 1800 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=49
50	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 2000 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=50
51	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 2500 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=51
52	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 3000 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=52
53	Mobile Water Supply Fire Apparatus	E-ONE	International 1800 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=53
55	Mobile Water Supply Fire Apparatus	E-ONE	International 2500 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=55
56	Mobile Water Supply Fire Apparatus	E-ONE	International 3000 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=56
57	Mobile Water Supply Fire Apparatus	Ferrara Fire Apparatus, Inc.	Freightliner M2-106	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=57
60	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner Dryside Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=60
61	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner Dryside Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=61
62	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner FX Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=62
63	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner FX Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=63
64	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	International Dryside Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=64
65	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	International Dryside Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=65
66	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Saber Dryside Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=66
67	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Saber Dryside Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=67
69	Mobile Water Supply Fire Apparatus	Rosenbauer	Freightliner 106 Frmd Alum 30` 3``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=69
85	Pumper - Commercial 2 Door	E-ONE	Freightliner 2 dr	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=85
86	Pumper - Commercial 2 Door	E-ONE	International 2 dr	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=86
87	Pumper - Commercial 2 Door	Ferrara Fire Apparatus, Inc.	Freightliner M2-106	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=87
89	Pumper - Commercial 2 Door	Pierce Manufacturing Inc.	Freightliner	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=89
90	Pumper - Commercial 2 Door	Pierce Manufacturing Inc.	Freightliner FXP	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=90
91	Pumper - Commercial 2 Door	Pierce Manufacturing Inc.	International	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=91
97	Pumper - Level 1 Custom - Medium 4 Door	E-ONE	Cyclone II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=97
99	Pumper - Level 1 Custom - Medium 4 Door	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=99
100	Pumper - Level 1 Custom - Medium 4 Door	Ferrara Fire Apparatus, Inc.	Ferrara Cinder XD96	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=100
103	Pumper - Level 1 Custom - Medium 4 Door	Pierce Manufacturing Inc.	Saber	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=103
105	Pumper - Level 1 Custom - Medium 4 Door	Rosenbauer	Commander Frmd Alum 29` 10``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=105
108	Pumper - Level 1 Custom - Medium 4 Door	Spartan ER	Metro SMPMPR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=108
114	Pumper - Level 2 Custom - Medium 4 Door	E-ONE	Cyclone II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=114
116	Pumper - Level 2 Custom - Medium 4 Door	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=116
117	Pumper - Level 2 Custom - Medium 4 Door	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=117
119	Pumper - Level 2 Custom - Medium 4 Door	Pierce Manufacturing Inc.	Enforcer	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=119
123	Pumper - Level 2 Custom - Medium 4 Door	Rosenbauer	Commander Frmd Alum 29` 10``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=123
133	Rear Mounted Aerial Apparatus	E-ONE	Cyclone II 100` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=133
135	Rear Mounted Aerial Apparatus	E-ONE	Cyclone II 137` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=135
136	Rear Mounted Aerial Apparatus	E-ONE	Typhoon 75` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=136
137	Rear Mounted Aerial Apparatus	E-ONE	Typhoon 78` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=137

138	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Cinder XD96 / 77`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=138
139	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Igniter XD100 / 77`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=139
140	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 77`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=140
141	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 107`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=141
144	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 100` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=144
145	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 105` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=145
146	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 107` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=146
147	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 75` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=147
148	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Saber 75` Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=148
154	Rear Mounted Aerial Apparatus	Rosenbauer	Commander Frmd Alum 78` / 36` 11``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=154
156	Rear Mounted Aerial Apparatus	Spartan ER	Gladiator RMA LT 110`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=156
158	Rear Mounted Aerial Apparatus	Spartan ER	Gladiator RMA SFA 105`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=158
159	Rear Mounted Aerial Apparatus	Spartan ER	Gladiator RMA SFA 125`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=159
162	Rear Mounted Aerial Apparatus	Spartan ER	Metro RMA LT 75`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=162
165	Rear Mounted Aerial Apparatus	Spartan ER	Metro RMA SFA 75`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=165
168	Rear Mounted Aerial Platform	E-ONE	Cyclone II 100` Platform Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=168
170	Rear Mounted Aerial Platform	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 100`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=170
173	Rear Mounted Aerial Platform	Pierce Manufacturing Inc.	Enforcer 100` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=173
174	Rear Mounted Aerial Platform	Pierce Manufacturing Inc.	Enforcer 110` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=174
176	Rear Mounted Aerial Platform	Rosenbauer	Commander 101` / 47` 6``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=176
181	Rescue Apparatus - Heavy	E-ONE	Cyclone II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=181
182	Rescue Apparatus - Heavy	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=182
183	Rescue Apparatus - Heavy	Ferrara Fire Apparatus, Inc.	Ferrara Cinder XD96	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=183
186	Rescue Apparatus - Heavy	Pierce Manufacturing Inc.	Enforcer HDR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=186
188	Rescue Apparatus - Heavy	Rosenbauer	Commander Frmd Alum 31` 3``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=188
192	Rescue Apparatus - Heavy	Spartan ER	Gladiator	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=192
193	Rescue Apparatus - Heavy	Spartan ER	Metro	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=193
197	Rescue Apparatus - Walk In	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=197
201	Rescue Apparatus - Walk In	Frontline Communications	Freightliner Frontline C30	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=201
202	Rescue Apparatus - Walk In	Frontline Communications	Freightliner Frontline C35	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=202
203	Rescue Apparatus - Walk In	Frontline Communications	Freightliner Frontline C40	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=203
204	Rescue Apparatus - Walk In	Frontline Communications	Saber Frontline C40	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=204
205	Rescue Apparatus - Walk In	Pierce Manufacturing, Inc.	Enforcer Walk-In HDR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=205
207	Rescue Apparatus - Walk In	Rosenbauer	Commander Frmd Alum 35` 11``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=207
212	Rescue Apparatus - Walk In	Spartan ER	Metro	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=212
214	Tractor Drawn Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 100`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=214
216	Tractor Drawn Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 107` Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=216
217	Tractor Drawn Aerial Apparatus	Rosenbauer	Commander Frmd Alum 100` / 59` 1``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=217
219	Tractor Drawn Aerial Apparatus	Spartan ER	Gladiator TDA 105`	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=219
229	Wildland Fire Apparatus	REV RTC	F550 2 dr	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=229
231	Wildland Fire Apparatus	Skeeter	Chevrolet / GMC	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=231
232	Wildland Fire Apparatus	Skeeter	Dodge	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=232
233	Wildland Fire Apparatus	Skeeter	Ford	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=233
234	Wildland Fire Apparatus	Skeeter	Freightliner	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=234
235	Wildland Fire Apparatus	Skeeter	International	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=235
236	Wildland Fire Apparatus	South Florida Emergency Vehicles	Ford SFEV Brush	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=236
306	Battery Powered Rescue Tools	TNT Systems, Inc	Combi-Tool, EBFCC-28-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=306
307	Battery Powered Rescue Tools	TNT Systems, Inc	Combi-Tool, EBFCC-28-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=307
311	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, ESLC-29-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=311
312	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, ESLC-29-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=312
313	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, EBFC-320-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=313
314	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, EBFC-320-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=314
320	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ER-40-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=320
321	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ER-40-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=321
322	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ETLS-40-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=322
323	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ETLS-40-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=323
325	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-24-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=325
326	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-24-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=326
327	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-28-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=327
328	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-28-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=328
329	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-32-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=329
330	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-32-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=330
343	Emergency Transport Utility Vehicles	Moto Electric Vehicles	MotoEV Electro Bubble Buddy 3 Passenger EMS, ENB- 3PEMS	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=343
344	Emergency Transport Utility Vehicles	Moto Electric Vehicles	MotoEV Electro Bubble Buddy 5 Passender EMS, EBB- 5PEMS	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=344

366	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	23 Relentless	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=366
367	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	28 Courageous	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=367
368	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	29 Defiant	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=368
369	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	32 Defiant	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=369
370	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	32 Defiant NXT	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=370
371	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	38 Defiant	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=371
372	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	38 Defiant NXT	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=372
373	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	50 Defiant	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=373
374	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	70 Defiant	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=374
375	Fire Rescue, EMS, & Patrol Boats	Metal Shark Boats	75 Endurance	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=375
427	Outboard Engines	Cox Marine	CX0300	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=427
488	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Braun	Chevy CK3500 Express Plus/150" x 95" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=488
489	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Braun	Ford F-450 Express Plus/150" x 95" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=489
490	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Braun	Ford F-550 Chief XL/169" x 98" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=490
491	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Braun	Ram 4500 Express Plus/150" x 95" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=491
492	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Braun	Ram 5500 Chief XL/169" x 98" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=492
493	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Crestline	Chevy CK3500 CCL 150/150" x 95" x 68HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=493
494	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Crestline	Ford F-350 CCL 150/150" x 95" x 68HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=494
495	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Demers	Ford F-450 MXP150/150" x 95" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=495
496	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Demers	Ford F-550 MXP170/170" x 95" X 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=496
497	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Demers	Ram 4500 MXP150/150" x 95" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=497
498	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Demers	Ram 5500 MXP170/170" x 95" X 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=498
499	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Chevrolet	Chevrolet 3500 HD / Modular Box 145``x92``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=499
500	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Chevrolet	Chevrolet 4500 HD / Modular Box 148``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=500
501	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Chevrolet	Chevrolet 5500 HD / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=501
502	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Dodge	Dodge 3500 / Modular Box 145``x92``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=502
503	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Dodge	Dodge 3500 / Modular Box 148``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=503
504	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Dodge	Dodge 4500 / Modular Box 148``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=504
505	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Dodge	Dodge Ram 5500 / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=505
506	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Ford	Ford F-350 / Modular Box 145``x92``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=506
507	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Ford	Ford F-350 / Modular Box 148``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=507
508	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Ford	Ford F-450 / Modular Box 148``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=508
509	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Ford	Ford F-450 / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=509
510	Ambulance Type I - 4x2 Regular Cab Diesel Engine	ETR/AEV Ford	Ford F-550 / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=510
514	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Excellance	Dodge 4500 / Modular Box 96``x172``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=514
517	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Excellance	Ford F-450 / Modular Box 96``x172``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=517
543	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Chevrolet C3500 HD / Modular Box 149``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=543
544	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Dodge Ram 3500 - 453 / Modular Box 149``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=544
545	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Dodge Ram 4500 - 603 / Modular Box 157``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=545
546	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Dodge Ram 4500 / Modular Box 157``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=546
547	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Dodge Ram 5500 - 603 / Modular Box 157``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=547
548	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Dodge Ram 5500 - 623 / Modular Box 173``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=548
549	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Dodge Ram 5500 / Modular Box 173``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=549
550	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Ford F-350 / Modular Box 149``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=550
551	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Ford F-450 - 603 / Modular Box 157``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=551
552	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Ford F-450 / Modular Box 157``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=552
553	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Ford F-550 - 603 / Modular Box 167``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=553
554	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Horton	Ford F-550 / Modular Box173``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=554
571	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Osage	F-550 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=571
572	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Osage	Ford F-450 Warrior/148" x 96" x 68HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=572
573	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Osage	Ram 4500 Warrior/148" x 96" x 68HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=573
574	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Osage	Ram 5500 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=574
577	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Road Rescue	Dodge Ram 4500 / Modular Box 150``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=577
581	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Road Rescue	Dodge Ram 5500 / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=581
585	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Road Rescue	Ford F-450 / Modular Box 150``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=585
589	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Road Rescue	Ford F-550 / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=589
591	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Chevrolet 3500 / Modular Box 146``x90``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=591
592	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Chevrolet 3500 / Modular Box 153``x95``x67``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=592
594	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Dodge Ram 3500 / Modular Box 153``x95``x67``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=594
595	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Dodge Ram 4500 / Modular Box 153``x95``x67``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=595
596	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Dodge Ram 4500 / Modular Box 170``x95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=596
597	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Dodge Ram 5500 / Modular Box 170``x 95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=597
598	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-350 / Modular Box 146``x90``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=598
599	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-350 / Modular Box 153``x95``x67``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=599

600	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-450 / Modular Box 153``x95``x67``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=600
601	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-450 / Modular Box 170``x95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=601
602	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-550 / Modular Box 170``x95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=602
603	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Braun	Chevrolet CV5500 Chief XL/169" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=603
604	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Braun	Freightliner M2 Super Chief/170" x 96" x 73HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=604
605	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Braun	International MV Super Chief/170" x 96" x 73HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=605
606	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Demers	Chevrolet CV5500 MXP170/170" x 95" X 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=606
607	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV Chevrolet	Chevrolet 6500 HD Diesel / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=607
611	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV Freightliner	Freightliner M2 Diesel / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=611
613	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV International	International CV 515 Diesel / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=613
615	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV International	International MV 607 Diesel / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=615
620	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Excellance	Dodge 5500 / Modular Box 96``x172``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=620
623	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Excellance	Freightliner M2 / Modular Box 96``x166``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=623
636	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Horton	Freightliner M2 / Modular Box 173``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=636
637	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Horton	International MV607LP / Modular Box 173``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=637
647	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Osage	Freightliner M2 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=647
648	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Osage	International MV Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=648
650	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	Chevrolet 5500 HD / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=650
652	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	Freightliner M2 / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=652
654	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	International CV / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=654
656	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	International MV / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=656
661	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Wheeled Coach	Freightliner / Modular Box 170``x95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=661
662	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Wheeled Coach	International / Modular Box 160x95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=662
663	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Wheeled Coach	International / Modular Box 170``x95``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=663
664	Ambulance Type II - 4x2 Van Gas Engine	Demers	T-250 Eco-Boost TES	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=664
665	Ambulance Type II - 4x2 Van Gas Engine	ETR/AEV Chevrolet	Chevrolet G3500 Type II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=665
666	Ambulance Type II - 4x2 Van Gas Engine	ETR/AEV Ford	Ford Transit T 250 Gas Type II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=666
667	Ambulance Type II - 4x2 Van Gas Engine	FR Conversions	Ford Transit Intrepid	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=667
668	Ambulance Type II - 4x2 Van Gas Engine	FR Conversions	Ram Promaster 2500 Pioneer II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=668
673	Ambulance Type II - 4x2 Van Gas Engine	Osage	Ford Transit Travois	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=673
674	Ambulance Type II - 4x2 Van Gas Engine	Wheeled Coach	Chevrolet Van	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=674
676	Ambulance Type II - 4x2 Van Gas Engine	Wheeled Coach	Ford Transit MR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=676
677	Ambulance Type III - 4x2 Cutaway Van Diesel Engine	ETR/AEV Sprinter	Sprinter 3500 / Modular Box 148``x86``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=677
678	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Braun	Chevrolet 4500 Chief XL	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=678
679	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Braun	Ford E-450 Chief XL	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=679
680	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Crestline	Chevrolet 3500 CCL 150	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=680
681	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Crestline	Ford E-350 CCL 150	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=681
682	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Demers	Chevrolet 4500 MX170/170" x 95" x 72"HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=682
683	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Demers	Ford E-450 MX170/170" x 95" x 72"HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=683
684	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Chevrolet	Chevrolet G3500 / Modular Box 145``x92``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=684
685	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Chevrolet	Chevrolet G4500 / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=685
686	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Ford	Ford E-350 / Modular Box 145``x92``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=686
687	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Ford	Ford E-350 / Modular Box 145``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=687
688	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Ford	Ford E-450 / Modular Box 172``x95``x68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=688
692	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Excellance	Ford E-450 / Modular Box 168.625``x90.25``x96.25``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=692
705	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Horton	Ford XLE E-450 / Modular Box 149``x96.25``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=705
718	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Osage	Chevrolet 4500 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=718
719	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Osage	Ford E-450 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=719
722	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Road Rescue	Chevrolet G3500 / Modular Box 150``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=722
726	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Road Rescue	Chevrolet G4500 / Modular Box 170``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=726
730	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Road Rescue	Ford E-450 / Modular Box 168``x96``x72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=730
732	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Chevrolet G3500 / Modular Box 146`` X 90`` X 68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=732
733	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Chevrolet G3500 / Modular Box 153`` X 95`` X 72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=733
735	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Chevrolet G4500 / Modular Box 170`` X 95`` X 72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=735
736	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Ford E-350 / Modular Box 146`` X 90`` X 68``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=736
737	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Ford E-350 / Modular Box 153`` X 95`` X 72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=737
739	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Ford E-450 / Modular Box 170`` X 95`` X 72``	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=739

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Regular Cab Diesel Engine

Item: 589, Road Rescue, Ford F-550 / Modular Box 168``x96``x72``

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	REV RTC	$268,355.00	Build

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name REV RTC, Inc.

Business Address 725 SW 46th Avenue, Ocala, FL 34474

Name of Authorized Agent Dee Daniels

Email address of authorized agent dee.daniels@revrtc.com

Signature Dee Daniels

Date 02/15/2023

Leon County
Board of County Commissioners

Notes for Agenda Item #18

Leon County Board of County Commissioners

Agenda Item #18

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Approval and Execution of Contracts and Agreements for Fall and Winter Sports and Events

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Mathieu Cavell, Director, Community Relations and Resilience Kerri Post, Director, Division of Tourism Development

Statement of Issue:

This item seeks Board ratification of the approval and execution of five contracts and one addendum to an existing agreement related to the Division of Tourism hosting fall and winter sports events for the 2023-2024 seasons, all of which grow tourism and support the local economy.

Fiscal Impact:

This item has fiscal impact as the funding for these contracts for services to support the sports events is included in Tourism's FY 2024 budget.

Staff Recommendation:

Option #1: Ratify the approval and execution of five (5) contracts with Ashley Pyrotechnics, Inc. for services in support of fall and winter sports events, in the total amount of $12,450 (Attachment #1).

Option #2: Ratify the approval and execution of Addendum #4 to Amend the Florida High School Cross Country State Championships Agreement the Florida High School Athletic Association, Inc. finalizing the event date for the upcoming 2024 Florida High School Cross Country State Championships (Attachment #2).

Report and Discussion

Background:

This item seeks Board ratification of the approval and execution of five contracts and one addendum to an existing agreement related to the Division of Tourism hosting fall and winter sports events for the 2023-2024 seasons, all of which grow tourism and support the local economy.

When hosting sporting events, the County may provide ancillary services to increase the event profile to drive visitor interest and promote the destination. One such service includes professional pyrotechnics (fireworks) at the opening or conclusion of an event. These are low-cost services provided by a licensed vendor which often require contracts to be quickly executed to meet event deadlines. As these agreements were not brought timely to the Board for consideration prior to execution, the County Attorney's Office recommends Board ratification of the approval and execution of five contracts with Ashley Pyrotechnics, Inc. The amount of these contracts total $12,450. Attachment #1 provides the individual agreements with Ashley Pyrotechnics, Inc. for each of the five events.

Similarly, event organizers for the Florida High School Athletic Association, Inc. (FHSAA) required quick turnaround time to execute an amendment to its agreement finalizing the event date for the 2024 Florida High School Cross Country State Championships at Apalachee Regional Park (Attachment #2). As this Addendum was not brought timely to the Board for consideration prior to execution, the County Attorney's Office recommends Board ratification of the approval and execution of Addendum #4 to Amend the Florida High School Cross Country State Championships Agreement with the FHSAA to schedule the 2024 championship event for November 9, 2024.

Analysis:

The five contracts were each with Ashley Pyrotechnics, Inc. for a total amount of $12,450, to provide fireworks displays at the following events: SWAC Championships (October 23, 2023), ACC Championships (October 27, 2023), FHSAA XC State Championships (November 17, 2023), AAU XC National Championships (December 2, 2023), and USATF Club XC National Championships (December 9, 2023). These events have a local economic impact of nearly $10 million. The services provided through these contracts enhance the visitor experience and lead to additional exposure and interest, for both current and future events.

This item also seeks Board ratification of the approval and execution of Addendum #4 to the agreement with FHSAA to schedule the 2024 Florida High School Cross Country State Championships at Apalachee Regional Park. The initial agreement with the FHSAA was entered into on January 30, 2019, for the County to host the FHSAA Cross Country Championships in 2022, 2023, and 2024. The subject Addendum finalized the date for the event to be held on November 9, 2024.

To better facilitate the timely execution of certain agreements, contracts for services, and other actions in support of growing the tourism economy, staff will be bringing a proposed policy to the

Board at a future meeting for consideration to delegate authority to the County Administrator or his designee to enter into similar agreements as provided in this item.

Options:

1. Ratify the approval and execution of five (5) contracts with Ashley Pyrotechnics, Inc. for services in support of fall and winter sports events in the total amount of $12,450 (Attachment #1).
2. Ratify the approval and execution of Addendum #4 to Amend the Florida High School Cross Country State Championships Agreement with the Florida High School Athletic Association, Inc. finalizing the event date for the upcoming 2024 Florida High School Cross Country State Championships (Attachment #2).
3. Do not ratify the approval and execution of five (5) contracts with Ashley Pyrotechnics, Inc. for services in support of fall and winter sports events in the total amount of $12,450 (Attachment #1).
4. Do not ratify the approval and execution of Addendum #4 to Amend the Florida High School Cross Country State Championships Agreement with the Florida High School Athletic Association, Inc. finalizing the event date for the upcoming 2024 Florida High School Cross Country State Championships (Attachment #2).
5. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Five contracts with Ashley Pyrotechnics, Inc.
2. Addendum #4 to the Agreement to host FHSAA Cross Country State Championships in November 2024

LEON COUNTY
CONTRACT ROUTING FORM

X Original
Renewal
Amendment #

County Contract No. B-24-012

Contract Manager:	Taylor Wheaton	Phone #:	850-606-2324
Division:	Tourism	Email:	wheatont@leoncountyfl.gov
Department Contact:	Taylor Wheaton	Phone #:	850-606-2324
Department:	Tourism	Email:	wheatont@leoncountyfl.gov
Vendor/Contractor Name:	ASHLEY PYROTECHNICS, INC.	Contact:	Craig Dennis
Address:	6335 PROCTOR ROAD	Phone#:	(850) 422-3345
City, State, Zip:	Tallahassee, Florida 32309	Email:	craig@djmf-law.com

Contract Period: From Date Signed by Last Party To September 30, 2024

Renewal Periods: Number N/A Term N/A

Contract Total $ Amount: $2490 or check if ____ Unit Price Agreement

Contract Type:
- ____ Easement
- ____ Construction
- ____ Continuing Supply
- ____ Deed
- ____ Interlocal Agreement
- ____ Grant
- ____ Lease
- X Other Services
- ____ Performance Agreement
- ____ Professional Services
- ____ Purchase
- ____ Other (Explain below)

Forms Required:
- ____ Public Entity Crimes Statement
- ____ Performance Bond
- ____ Materials & Payment Bond
- ____ Warranty Bond
- ____ Certification Regarding Debarment

Insurance Certificates
- ____ General Liability
- ____ Professional Liability
- ____ Workers' Compensation
- ____ Errors & Omissions
- ____ Automobile Coverage

Procurement Method
- ____ ITB #
- ____ RFP #
- ____ ITN #
- ____ Sole Source
- ____ Gov't Entity
- ____ Other (Explain below)

Award Authority:
- ____ Purchasing Director
- X County Administrator
- ____ Board of County Commissioners
  Agenda Date ____ Item # 1
- ____ Pursuant to Board Policy # ____

Title/Description: SWAC Championships

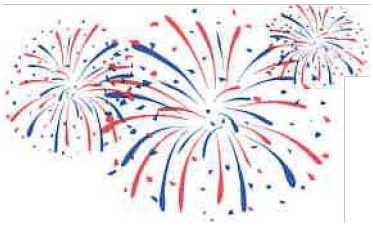
Comments: Event Dates: October 23,2023

Routing:

Required	Initials	Date	
X	kp	10/11/2023	Originating Division Tourism
			Department Director
			Purchasing
X	SMS	10/12/2023	County Attorney's Office
X	kM	10/13/2023	Deputy or Assistant County Administrator
X	VSL	10/13/2023	County Administrator
			Chairman, BCC
X	JYMK	10/13/2023	Clerk's Office (Finance)

Return completed documents to: Taylor Wheaton

DocuSign Envelope ID: 39E78B84-E4D7-417E-B00F-B84B321927AA



Ashley Pyrotechnics, Inc.
Professional Fireworks Displays

Ashley Pyrotechnics, Inc. (API)
2023 Contract for Fireworks Displays

Sponsors	**: Leon County, Florida**
Event	**: SWAC Championships**
Contacts	**: Taylor Wheaton (850) 815-7702**
Date of Display	**: Monday, October 23, 2023**
Rain Date	**: N/A**
Location	**:7550 Apalachee Parkway Tallahassee, FL 32308**
Time	**: Approximately 11:00AM**
Duration	**: Approximately 2-3 minutes**
Show Price	**: $2,490.00**
Deposit	**: N/A**
Remarks:	**: Show to begin at discretion of Sponsor**

We the undersigned, being interested in a fireworks display for the date indicated above agree to pay $2,490.00 (Two Thousand Four Hundred Ninety Dollars) for the display which will be furnished by Ashley Pyrotechnics, Inc. at the location indicated above. The undersigned, intending to be legally bound, agree as follows:

1. Sponsor to make payments in an amount as agreed above.
2. Sponsor to make payment within 45 (Forty-Five) days after the conclusion of the show.
3. In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest at the rate of 1½% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Ashley Pyrotechnics, Inc.'s reasonable attorney fees and court costs in the event Ashley Pyrotechnics, Inc. shall commence suit to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained, if Ashley Pyrotechnics, Inc. prevails in such suit. Ashley Pyrotechnics, Inc. does further agree that it shall pay Leon County, Florida's reasonable attorney fees and court costs in the event Ashley Pyrotechnics, Inc. shall commence suit to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained, if Ashley Pyrotechnics, Inc. does not prevail in such suit.
4. SPONSOR'S AGENT: **Taylor Wheaton** shall be designated as sponsor's agents to whom all questions and inquiries shall be relayed. Sponsor's agents shall be the only agents of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of sponsor.
5. If event is on land, sponsor to furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until Ashley Pyrotechnics, Inc. advises that it is no longer necessary.
6. If event is over water, Ashley Pyrotechnics, Inc. will be responsible for marine permit. The Sponsor will be responsible for control of safety zone. **N/A**
7. Ashley Pyrotechnics, Inc. reserves the right to stop the display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.

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8. Ashley Pyrotechnics, Inc. will furnish all applicable licenses, permits and a $1 Million/$2 Million Dollar liability insurance policy and pyrotechnicians for your electronically fired display. Leon County, Florida/Visit Tallahassee as well as any other designated entities shall be named as additional insured's on the Certificate of Insurance.
9. **CREDITS: As a material inducement to Ashley Pyrotechnics, Inc. agreeing to enter into this agreement, Sponsor shall give Ashley Pyrotechnics, Inc. program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.**
10. If show is canceled after 2 p.m. on the day of the event, sponsor is responsible for any permit, fire watch or barge/tug fees, if applicable. Additionally, sponsor will be responsible for load in/load out expense of $500. If show is stopped while in progress for any reason, with exception to those listed in section 11, Sponsor will still be responsible for contract amount minus the cost of material not discharged.
11. If either of the Parties is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or Federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.
12. Ashley Pyrotechnics, Inc. shall indemnify and hold harmless the County, its officials, officers, and employees from and against all claims, liabilities, damages, losses, costs, including, but not limited to, reasonable attorneys' fees, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of Ashley Pyrotechnics, Inc., its delegates, employees and agents arising out of or under this Agreement. The County may, at its sole option, defend itself or require Ashley Pyrotechnics, Inc. to provide the defense. Ashley Pyrotechnics, Inc. acknowledges that ten dollars ($10.00) of the Contract Sum paid to Ashley Pyrotechnics, and the promises and covenants herein, constitutes sufficient consideration for Ashley Pyrotechnics, Inc.'s indemnification of the County, its officials, officers, and employees.
13. If wind exceeds 20 miles per hour, fireworks display will be postponed to an agreed date between sponsor and Ashley Pyrotechnics, Inc.
14. Rain date policy is as follows: Postponement time is 4 hours prior to kick-off day of display.
15. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather, no charges will be incurred by sponsor.
16. Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The County is included within the definition of "state agencies or subdivisions" in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

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17. **IMPORTANT NOTE:** Items listed in this proposal assume a firing area that conforms to NFP A Code 1126-1995. Adjustments will be made to the content of this program if necessary to conform to NFPA 1126-1995. Ashley Pyrotechnics, Inc., upon acceptance of this contract in writing, agrees to fulfill the contract in a workmanlike and professional manner.

Accepted this 13 **day of** October **2023** 10/12/2023

On behalf of Leon County, Florida:

LEON COUNTY, FLORIDA

By: DocuSigned by: Vincent S. Long A8432971C746415...
Vincent S. Long, County Administrator

Date: 10/13/2023

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

By: DocuSigned by: Sarah May Swartz 098D46F55791434...
Sarah May Swartz
Assistant County Attorney

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

By: DocuSigned by: Gwendolyn Marshall Knight 178D7F95C3774F4...

On behalf of Ashley Pyrotechnics, Inc.
Craig A Dennis, President

By: DocuSigned by: Craig Dennis AA5C873510AB458...

DocuSign Envelope ID: F3B727B9-35C2-4A53-87C5-19B1436D7986

LEON COUNTY
CONTRACT ROUTING FORM

X Original
____ Renewal
____ Amendment # ____

County Contract No. B-24-013

Contract Manager:	Taylor Wheaton	Phone #:	850-606-2324
Division:	Tourism	Email:	wheatont@leoncountyfl.gov
Department Contact:	Taylor Wheaton	Phone #:	850-606-2324
Department:	Tourism	Email:	wheatont@leoncountyfl.gov
Vendor/Contractor Name:	ASHLEY PYROTECHNICS, INC.	Contact:	Craig Dennis
Address:	6335 PROCTOR ROAD	Phone#:	(850) 422-3345
City, State, Zip:	Tallahassee, Florida 32309	Email:	craig@djmf-law.com

Contract Period: From Date Signed by Last Party To September 30, 2024

Renewal Periods: Number N/A Term N/A

Contract Total $ Amount: $2490 or check if ____ Unit Price Agreement

Contract Type:
- ____ Easement
- ____ Construction
- ____ Continuing Supply
- ____ Deed
- ____ Interlocal Agreement
- ____ Grant
- ____ Lease
- X Other Services
- ____ Performance Agreement
- ____ Professional Services
- ____ Purchase
- ____ Other (Explain below)

Forms Required:
- ____ Public Entity Crimes Statement
- ____ Performance Bond
- ____ Materials & Payment Bond
- ____ Warranty Bond
- ____ Certification Regarding Debarment

Insurance Certificates
- ____ General Liability
- ____ Professional Liability
- ____ Workers' Compensation
- ____ Errors & Omissions
- ____ Automobile Coverage

Procurement Method
- ____ ITB # ____
- ____ RFP # ____
- ____ ITN # ____
- ____ Sole Source
- ____ Gov't Entity
- ____ Other (Explain below)

Award Authority:
- ____ Purchasing Director
- X County Administrator
- ____ Board of County Commissioners
  Agenda Date ____ Item # 1
- ____ Pursuant to Board Policy # ____

Title/Description: ACC Championships

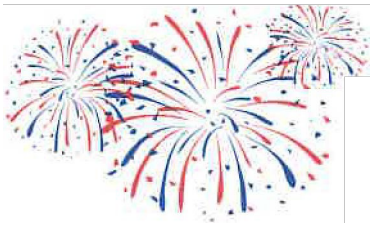
Comments: Event Dates: October 27,2023

Routing:

Required	Initials	Date	
X	kp	10/11/2023	Originating Division Tourism
			Department Director
			Purchasing
X	SMS	10/12/2023	County Attorney's Office
X	kM	10/12/2023	Deputy or Assistant County Administrator
X	VSL	10/13/2023	County Administrator
			Chairman, BCC
X	JYMK	10/13/2023	Clerk's Office (Finance)

Return completed documents to: Taylor Wheaton

DocuSign Envelope ID: F3B727B9-35C2-4A53-87C5-19B1436D7986



Ashley Pyrotechnics, Inc.
Professional Fireworks Displays

Ashley Pyrotechnics, Inc. (API)
2023 Contract for Fireworks Displays

Sponsors	**: Leon County, Florida**
Event	**: ACC Championships**
Contacts	**: Taylor Wheaton (850) 815-7702**
Date of Display	**: Friday, October 27, 2023**
Rain Date	**: N/A**
Location	**:7550 Apalachee Parkway Tallahassee, FL 32308**
Time	**: Approximately 10:30 AM**
Duration	**: Approximately 2-3 minutes**
Show Price	**: $2,490.00**
Deposit	**: N/A**
Remarks:	**: Show to begin at discretion of Sponsor**

We the undersigned, being interested in a fireworks display for the date indicated above agree to pay $2,490.00 (Two Thousand Four Hundred Ninety Dollars) for the display which will be furnished by Ashley Pyrotechnics, Inc. at the location indicated above. The undersigned, intending to be legally bound, agree as follows:

1 Sponsor to make payments in an amount as agreed above.

2 Sponsor to make payment within 45 (Forty-Five) days after the conclusion of the show.

3 In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest at the rate of 1½% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Ashley Pyrotechnics, Inc.'s reasonable attorney fees and court costs in the event Ashley Pyrotechnics, Inc. shall commence suit to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained, if Ashley Pyrotechnics, Inc. prevails in such suit. Ashley Pyrotechnics, Inc. does further agree that it shall pay Leon County, Florida's reasonable attorney fees and court costs in the event Ashley Pyrotechnics, Inc. shall commence suit to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained, if Ashley Pyrotechnics, Inc. does not prevail in such suit.

4 SPONSOR'S AGENT: **Taylor Wheaton** shall be designated as sponsor's agents to whom all questions and inquiries shall be relayed. Sponsor's agents shall be the only agents of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of sponsor.

5 If event is on land, sponsor to furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until Ashley Pyrotechnics, Inc. advises that it is no longer necessary.

6 If event is over water, Ashley Pyrotechnics, Inc. will be responsible for marine permit. The Sponsor will be responsible for control of safety zone. **N/A**

7 Ashley Pyrotechnics, Inc. reserves the right to stop the display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.

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8. Ashley Pyrotechnics, Inc. will furnish all applicable licenses, permits and a $1 Million/$2 Million Dollar liability insurance policy and pyrotechnicians for your electronically fired display. Leon County, Florida/Visit Tallahassee as well as any other designated entities shall be named as additional insured's on the Certificate of Insurance.
9. **CREDITS: As a material inducement to Ashley Pyrotechnics, Inc. agreeing to enter into this agreement, Sponsor shall give Ashley Pyrotechnics, Inc. program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.**
10. If show is canceled after 2 p.m. on the day of the event, sponsor is responsible for any permit, fire watch or barge/tug fees, if applicable. Additionally, sponsor will be responsible for load in/load out expense of $500. If show is stopped while in progress for any reason, with exception to those listed in section 11, Sponsor will still be responsible for contract amount minus the cost of material not discharged.
11. If either of the Parties is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or Federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.
12. Ashley Pyrotechnics, Inc. shall indemnify and hold harmless the County, its officials, officers, and employees from and against all claims, liabilities, damages, losses, costs, including, but not limited to, reasonable attorneys' fees, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of Ashley Pyrotechnics, Inc., its delegates, employees and agents arising out of or under this Agreement. The County may, at its sole option, defend itself or require Ashley Pyrotechnics, Inc. to provide the defense. Ashley Pyrotechnics, Inc. acknowledges that ten dollars ($10.00) of the Contract Sum paid to Ashley Pyrotechnics, and the promises and covenants herein, constitutes sufficient consideration for Ashley Pyrotechnics, Inc.'s indemnification of the County, its officials, officers, and employees.
13. If wind exceeds 20 miles per hour, fireworks display will be postponed to an agreed date between sponsor and Ashley Pyrotechnics, Inc.
14. Rain date policy is as follows: Postponement time is 4 hours prior to kick-off day of display.
15. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather, no charges will be incurred by sponsor.
16. Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The County is included within the definition of "state agencies or subdivisions" in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

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Accepted this 13 **day of** October **2023** 10/12/2023

On behalf of Leon County, Florida:

LEON COUNTY, FLORIDA

DocuSigned by:
By: Vincent S. Long
A8432971C746415...
Vincent S. Long, County Administrator

Date: 10/13/2023

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

DocuSigned by:
By: Sarah May Swartz
098D46F55791434...
Sarah May Swartz
Assistant County Attorney

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

DocuSigned by:
By: Gwendolyn Marshall Knight
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On behalf of Ashley Pyrotechnics, Inc.
Craig A Dennis, President

DocuSigned by:
By: Craig Dennis
AA5C873510AB458...

DocuSign Envelope ID: 38F33FFE-CE25-43CE-B8C8-062B72E7F350

LEON COUNTY
CONTRACT ROUTING FORM

X Original
____ Renewal
____ Amendment # ____

County Contract No. B-24-013

Contract Manager:	Taylor Wheaton	Phone #:	850-606-2324
Division:	Tourism	Email:	wheatont@leoncountyfl.gov
Department Contact:	Taylor Wheaton	Phone #:	850-606-2324
Department:	Tourism	Email:	wheatont@leoncountyfl.gov
Vendor/Contractor Name:	ASHLEY PYROTECHNICS, INC.	Contact:	Craig Dennis
Address:	6335 PROCTOR ROAD	Phone#:	(850) 422-3345
City, State, Zip:	Tallahassee, Florida 32309	Email:	craig@djmf-law.com

Contract Period: From Date Signed by Last Party To September 30, 2024

Renewal Periods: Number N/A Term N/A

Contract Total $ Amount: $2490 or check if ____ Unit Price Agreement

Contract Type:
- ____ Easement
- ____ Construction
- ____ Continuing Supply
- ____ Deed
- ____ Interlocal Agreement
- ____ Grant
- ____ Lease
- X Other Services
- ____ Performance Agreement
- ____ Professional Services
- ____ Purchase
- ____ Other (Explain below)

Forms Required:
- ____ Public Entity Crimes Statement
- ____ Performance Bond
- ____ Materials & Payment Bond
- ____ Warranty Bond
- ____ Certification Regarding Debarment

Insurance Certificates
- ____ General Liability
- ____ Professional Liability
- ____ Workers' Compensation
- ____ Errors & Omissions
- ____ Automobile Coverage

Procurement Method
- ____ ITB # ____
- ____ RFP # ____
- ____ ITN # ____
- ____ Sole Source
- ____ Gov't Entity
- ____ Other (Explain below)

Award Authority:
- ____ Purchasing Director
- X County Administrator
- ____ Board of County Commissioners
  - Agenda Date ____ Item # ____
- ____ Pursuant to Board Policy # ____

Title/Description: FHSAA XC State Championships

Comments: Event Dates: November 17,2023

Routing:

Required	Initials	Date	
X	KP	10/13/2023	Originating Division Tourism
			Department Director
			Purchasing
X	SMS	10/13/2023	County Attorney's Office
X	kM	10/13/2023	Deputy or Assistant County Administrator
X	VSL	10/13/2023	County Administrator
			Chairman, BCC
X	JMK	10/13/2023	Clerk's Office (Finance)

Return completed documents to: Taylor Wheaton

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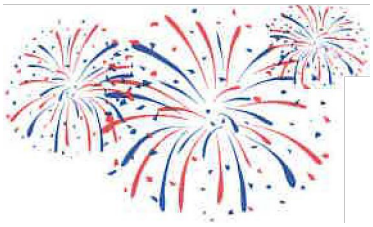

Ashley Pyrotechnics, Inc.
Professional Fireworks Displays

Ashley Pyrotechnics, Inc. (API)
2023 Contract for Fireworks Displays

Sponsors	**: Leon County, Florida**
Event	**: FHSAA XC State Championships**
Contacts	**: Taylor Wheaton (850) 815-7702**
Date of Display	**: Friday, November 17, 2023**
Rain Date	**: N/A**
Location	**:7550 Apalachee Parkway Tallahassee, FL 32308**
Time	**: Approximately 11:00 AM**
Duration	**: Approximately 2-3 minutes**
Show Price	**: $2,490.00**
Deposit	**: N/A**
Remarks:	**: Show to begin at discretion of Sponsor**

We the undersigned, being interested in a fireworks display for the date indicated above agree to pay $2,490.00 (Two Thousand Four Hundred Ninety Dollars) for the display which will be furnished by Ashley Pyrotechnics, Inc. at the location indicated above. The undersigned, intending to be legally bound, agree as follows:

1. Sponsor to make payments in an amount as agreed above.
2. Sponsor to make payment within 45 (Forty-Five) days after the conclusion of the show.
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DocuSign Envelope ID: 38F33FFE-CE25-43CE-B8C8-062B72E7F350

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11. If either of the Parties is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or Federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.
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Accepted this 13 **day of** October **2023** 10/13/2023

On behalf of Leon County, Florida:

LEON COUNTY, FLORIDA

DocuSigned by:
By: Vincent S. Long
A8432971C746415...
Vincent S. Long, County Administrator

Date: 10/13/2023

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

DocuSigned by:
By: Sarah May Swartz
098D46F55791434...
Sarah May Swartz
Assistant County Attorney

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

DocuSigned by:
By: Gwendolyn Marshall Knight
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DS

On behalf of Ashley Pyrotechnics, Inc.
Craig A Dennis, President

DocuSigned by:
By: Craig Dennis
AA5C873510AB458...

DocuSign Envelope ID: D96E8AD6-8C0D-48FF-9561-9B2ABD9C7422

LEON COUNTY
CONTRACT ROUTING FORM

X Original
____ Renewal
____ Amendment # ____

County Contract No. B-24-031

Contract Manager:	Taylor Wheaton	Phone #:	850-606-2324
Division:	Tourism	Email:	wheatont@leoncountyfl.gov
Department Contact:	Taylor Wheaton	Phone #:	850-606-2324
Department:	Tourism	Email:	wheatont@leoncountyfl.gov
Vendor/Contractor Name:	ASHLEY PYROTECHNICS, INC.	Contact:	Craig Dennis
Address:	6335 PROCTOR ROAD	Phone#:	(850) 422-3345
City, State, Zip:	Tallahassee, Florida 32309	Email:	craig@djmf-law.com

Contract Period: From Date Signed by Last Party To September 30, 2024

Renewal Periods: Number N/A Term N/A

Contract Total $ Amount: $2490 or check if ____ Unit Price Agreement

Contract Type:
- ____ Easement
- ____ Construction
- ____ Continuing Supply
- ____ Deed
- ____ Interlocal Agreement
- ____ Grant
- ____ Lease
- X Other Services
- ____ Performance Agreement
- ____ Professional Services
- ____ Purchase
- ____ Other (Explain below)

Forms Required:
- ____ Public Entity Crimes Statement
- ____ Performance Bond
- ____ Materials & Payment Bond
- ____ Warranty Bond
- ____ Certification Regarding Debarment

Insurance Certificates
- ____ General Liability
- ____ Professional Liability
- ____ Workers' Compensation
- ____ Errors & Omissions
- ____ Automobile Coverage

Procurement Method
- ____ ITB # ____
- ____ RFP # ____
- ____ ITN # ____
- ____ Sole Source
- ____ Gov't Entity
- ____ Other (Explain below)

Award Authority:
- ____ Purchasing Director
- X County Administrator
- ____ Board of County Commissioners
  - Agenda Date ____ Item # 1
- ____ Pursuant to Board Policy # ____

Title/Description: AAU XC National Championships

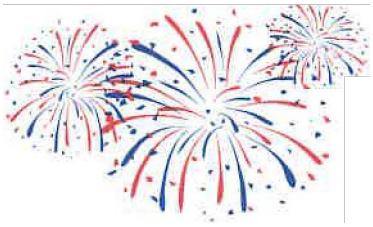
Comments: Event Dates: December 2,2023

Routing:

Required	Initials	Date	
X	DocuSigned by: tm Post 9026E228B710426...		Originating Division Tourism
			Department Director
			Purchasing
X	DS SMS		County Attorney's Office
X	DocuSigned by: Mathieu Cavell D0F158C82E994BB...		Deputy or Assistant County Administrator
X	DS VSL		County Administrator
			Chairman, BCC
X	DS YMK		Clerk's Office (Finance)

Return completed documents to: Taylor Wheaton

DocuSign Envelope ID: D96E8AD6-8C0D-48FF-9561-9B2ABD9C7422



Ashley Pyrotechnics, Inc.
Professional Fireworks Displays

Ashley Pyrotechnics, Inc. (API)
2023 Contract for Fireworks Displays

Sponsors	**: Leon County, Florida**
Event	**: AAU XC National Championships**
Contacts	**: Taylor Wheaton (850) 815-7702**
Date of Display	**: Saturday, December 2, 2023**
Rain Date	**: N/A**
Location	**:7550 Apalachee Parkway Tallahassee, FL 32308**
Time	**: TBD**
Duration	**: Approximately 2-3 minutes**
Show Price	**: $2,490.00**
Deposit	**: N/A**
Remarks:	**: Show to begin at discretion of Sponsor**

We the undersigned, being interested in a fireworks display for the date indicated above agree to pay $2,490.00 (Two Thousand Four Hundred Ninety Dollars) for the display which will be furnished by Ashley Pyrotechnics, Inc. at the location indicated above. The undersigned, intending to be legally bound, agree as follows:

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8. Ashley Pyrotechnics, Inc. will furnish all applicable licenses, permits and a $1 Million/$2 Million Dollar liability insurance policy and pyrotechnicians for your electronically fired display. Leon County, Florida/Visit Tallahassee as well as any other designated entities shall be named as additional insured's on the Certificate of Insurance.
9. **CREDITS: As a material inducement to Ashley Pyrotechnics, Inc. agreeing to enter into this agreement, Sponsor shall give Ashley Pyrotechnics, Inc. program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.**
10. If show is canceled after 2 p.m. on the day of the event, sponsor is responsible for any permit, fire watch or barge/tug fees, if applicable. Additionally, sponsor will be responsible for load in/load out expense of $500. If show is stopped while in progress for any reason, with exception to those listed in section 11, Sponsor will still be responsible for contract amount minus the cost of material not discharged.
11. If either of the Parties is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or Federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.
12. Ashley Pyrotechnics, Inc. shall indemnify and hold harmless the County, its officials, officers, and employees from and against all claims, liabilities, damages, losses, costs, including, but not limited to, reasonable attorneys' fees, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of Ashley Pyrotechnics, Inc., its delegates, employees and agents arising out of or under this Agreement. The County may, at its sole option, defend itself or require Ashley Pyrotechnics, Inc. to provide the defense. Ashley Pyrotechnics, Inc. acknowledges that ten dollars ($10.00) of the Contract Sum paid to Ashley Pyrotechnics, and the promises and covenants herein, constitutes sufficient consideration for Ashley Pyrotechnics, Inc.'s indemnification of the County, its officials, officers, and employees.
13. If wind exceeds 20 miles per hour, fireworks display will be postponed to an agreed date between sponsor and Ashley Pyrotechnics, Inc.
14. Rain date policy is as follows: Postponement time is 4 hours prior to kick-off day of display.
15. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather, no charges will be incurred by sponsor.
16. Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The County is included within the definition of "state agencies or subdivisions" in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

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17. **IMPORTANT NOTE:** Items listed in this proposal assume a firing area that conforms to NFP A Code 1126-1995. Adjustments will be made to the content of this program if necessary to conform to NFPA 1126-1995. Ashley Pyrotechnics, Inc., upon acceptance of this contract in writing, agrees to fulfill the contract in a workmanlike and professional manner.

Accepted this 2 **day of** November **2023** 10/18/2023

On behalf of Leon County, Florida:

LEON COUNTY, FLORIDA

DocuSigned by:
By: Vincent S. Long
A8432971C746415...
Vincent S. Long, County Administrator

Date: 11/2/2023

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

DocuSigned by:
By: Sarah May Swartz
098D46F55791434...
Sarah May Swartz
Assistant County Attorney

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

DocuSigned by:
By: Gwendolyn Marshall Knight
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DS

On behalf of Ashley Pyrotechnics, Inc.
Craig A Dennis, President

DocuSigned by:
By: Craig Dennis
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LEON COUNTY
CONTRACT ROUTING FORM

X Original
____ Renewal
____ Amendment # ____

County Contract No. 2,431.00

Contract Manager:	Taylor Wheaton	Phone #:	850-606-2324
Division:	Tourism	Email:	wheatont@leoncountyfl.gov
Department Contact:	Taylor Wheaton	Phone #:	850-606-2324
Department:	Tourism	Email:	wheatont@leoncountyfl.gov
Vendor/Contractor Name:	ASHLEY PYROTECHNICS, INC.	Contact:	Craig Dennis
Address:	6335 PROCTOR ROAD	Phone#:	(850) 422-3345
City, State, Zip:	Tallahassee, Florida 32309	Email:	craig@djmf-law.com

Contract Period: From Date Signed by Last Party To September 30, 2024

Renewal Periods: Number N/A Term N/A

Contract Total $ Amount: $2490 or check if ____ Unit Price Agreement

Contract Type:
- ____ Easement
- ____ Construction
- ____ Continuing Supply
- ____ Deed
- ____ Interlocal Agreement
- ____ Grant
- ____ Lease
- X Other Services
- ____ Performance Agreement
- ____ Professional Services
- ____ Purchase
- ____ Other (Explain below)

Forms Required:
- ____ Public Entity Crimes Statement
- ____ Performance Bond
- ____ Materials & Payment Bond
- ____ Warranty Bond
- ____ Certification Regarding Debarment

Insurance Certificates
- ____ General Liability
- ____ Professional Liability
- ____ Workers' Compensation
- ____ Errors & Omissions
- ____ Automobile Coverage

Procurement Method
- ____ ITB # ____
- ____ RFP # ____
- ____ ITN # ____
- ____ Sole Source
- ____ Gov't Entity
- ____ Other (Explain below)

Award Authority:
- ____ Purchasing Director
- X County Administrator
- ____ Board of County Commissioners
  - Agenda Date ____ Item # 1
- ____ Pursuant to Board Policy # ____

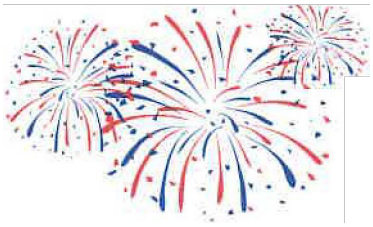
Title/Description: USATF Club XC National Championships

Comments: Event Dates: December 9,2023

Routing:

Required	Initials	Date	
X	DS kp		Originating Division Tourism
			Department Director
			Purchasing
X	DS SMS		County Attorney's Office
X	DS MC		Deputy or Assistant County Administrator
X	DS VSL		County Administrator
			Chairman, BCC
X	DS JSMK		Clerk's Office (Finance)

Return completed documents to: Taylor Wheaton



Ashley Pyrotechnics, Inc.
Professional Fireworks Displays

Ashley Pyrotechnics, Inc. (API)
2023 Contract for Fireworks Displays

Sponsors	**: Leon County, Florida**
Event	**: USATF Club XC National Championships**
Contacts	**: Taylor Wheaton (850) 815-7702**
Date of Display	**: Saturday, December 9, 2023**
Rain Date	**:N/A**
Location	**:7550 Apalachee Parkway Tallahassee, FL 32308**
Time	**: TBD**
Duration	**: Approximately 2-3 minutes**
Show Price	**: $2,490.00**
Deposit	**:N/A**
Remarks:	**: Show to begin at discretion of Sponsor**

We the undersigned, being interested in a fireworks display for the date indicated above agree to pay $2,490.00 (Two Thousand Four Hundred Ninety Dollars) for the display which will be furnished by Ashley Pyrotechnics, Inc. at the location indicated above. The undersigned, intending to be legally bound, agree as follows:

1. Sponsor to make payments in an amount as agreed above.
2. Sponsor to make payment within 45 (Forty-Five) days after the conclusion of the show.
3. In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest at the rate of 1½% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Ashley Pyrotechnics, Inc.'s reasonable attorney fees and court costs in the event Ashley Pyrotechnics, Inc. shall commence suit to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained, if Ashley Pyrotechnics, Inc. prevails in such suit. Ashley Pyrotechnics, Inc. does further agree that it shall pay Leon County, Florida's reasonable attorney fees and court costs in the event Ashley Pyrotechnics, Inc. shall commence suit to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained, if Ashley Pyrotechnics, Inc. does not prevail in such suit.
4. SPONSOR'S AGENT: **Taylor Wheaton** shall be designated as sponsor's agents to whom all questions and inquiries shall be relayed. Sponsor's agents shall be the only agents of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of sponsor.
5. If event is on land, sponsor to furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until Ashley Pyrotechnics, Inc. advises that it is no longer necessary.
6. If event is over water, Ashley Pyrotechnics, Inc. will be responsible for marine permit. The Sponsor will be responsible for control of safety zone. **N/A**
7. Ashley Pyrotechnics, Inc. reserves the right to stop the display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.

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8. Ashley Pyrotechnics, Inc. will furnish all applicable licenses, permits and a $1 Million/$2 Million Dollar liability insurance policy and pyrotechnicians for your electronically fired display. Leon County, Florida/Visit Tallahassee as well as any other designated entities shall be named as additional insured's on the Certificate of Insurance.
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Accepted this 2 **day of** November **2023** 10/18/2023

On behalf of Leon County, Florida:

On behalf of Leon County, Florida:

LEON COUNTY, FLORIDA

By: DocuSigned by: Vincent S. Long A8432971C746415...

Vincent S. Long, County Administrator

Date: 11/2/2023

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

By: DocuSigned by: Sarah May Swartz 098D46E55791434...

Sarah May Swartz
Assistant County Attorney

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

By: DocuSigned by: Gwendolyn Marshall Knight 178D7F95C3774F4...

On behalf of Ashley Pyrotechnics, Inc.
Craig A Dennis, President

By: DocuSigned by: Craig Dennis AA5C873510AB458...

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ADDENDUM #4
TO AMEND THE
FLORIDA HIGH SCHOOL CROSS COUNTRY STATE CHAMPIONSHIPS AGREEMENT
BY AND BETWEEN THE
FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION, INC.,
APALACHEE REGIONAL PARK
AND
LEON COUNTY TOURISM

This ADDENDUM, effective on the date first written herein below, amends the Florida High School Cross Country State Championships Agreement (the "Agreement") by and between the FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION, INC., ("the FHSAA"), Apalachee Regional Park ("the Facility"), and Leon County Tourism ("the Host") for the conduct of the FLORIDA HIGH SCHOOL CROSS COUNTRY STATE CHAMPIONSHIPS ("the Event").

RECITALS

A. FHSAA and Host have entered into an Agreement on January 30, 2019.
B. FHSAA and Host agreed to amend the provisions of the Agreement in Addendum #1 dated October 21, 2020.
C. FHSAA and Host agreed to amend the provisions of the Agreement in Addendum #2 dated March 26, 2021.
D. FHSAA and Host agreed to amend the provisions of the Agreement in Addendum #3 dated March 29, 2022.
E. FHSAA and Host have agreed to amend the articles as set forth in this Addendum #4.

AMENDMENT

(1.) 3. Dates. The Event shall be conducted on the following dates:

- November 5th, 2022
- November 17th, 2023
- November 9th, 2024

All other provisions of the Agreement shall remain in full force and effect, it being understood that, in the event of a conflict between the provisions of this Addendum #4 and the Agreement or Addendums referred to in the recitals herein above, the provisions of this Addendum #4 shall take precedence.

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IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers on the day and year first written herein below.

FOR FACILITY AND HOST

HOST:

LEON COUNTY, FLORIDA

By: DocuSigned by: Vincent S. Long
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Vincent S. Long, County Administrator

Date: 6/27/2023

ATTEST:

Gwendolyn Marshall Knight, Clerk of Court & Comptroller, Leon County, Florida

By: DocuSigned by: Gwendolyn Marshall Knight
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DS

APPROVED AS TO LEGAL SUFFICIENCY:

Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

By: DocuSigned by:
50C0628BD26F4E4...
LaShawn D. Riggans
Deputy County Attorney

FOR FHSAA

FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION, INC.

By: DocuSigned by: Craig Damon
96828AD037A54D6...
Craig Damon, Executive Director

Date 6/22/2023

Leon County
Board of County Commissioners

Notes for Agenda Item #19

Leon County Board of County Commissioners

Agenda Item #19

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Annual 2023 Affordable Housing Advisory Committee Report of Recommendations

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Shington Lamy, Assistant County Administrator
Lead Staff/ Project Team:	Jelani Marks, Housing Services Manager Chelisa Kirkland, Affordable Housing Coordinator

Statement of Issue:

This item seeks Board acceptance of the 2023 Affordable Housing Advisory Committee Report of Recommendations, and adoption of a Resolution in support of the proposed revisions to the County's State Housing Initiatives Partnership Local Housing Assistance Plan.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the Annual 2023 Affordable Housing Advisory Committee Report of Recommendations (Attachment #1).

Option #2: Adopt the Resolution approving the proposed revisions to the FY 2024-2026 Leon County State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (Attachment #2).

Report and Discussion

Background

This item seeks Board acceptance of the Annual 2023 Affordable Housing Advisory Committee (AHAC) Report of Recommendations (Attachment #1), and adoption of a Resolution in support of the proposed revisions to the County's State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (Attachment #2).

SHIP is administered by the Florida Housing Finance Corporation and is the primary source of funding for Leon County's Housing programs which serve to increase and preserve the stock of affordable housing in Leon County. The SHIP program funds a variety of the County's housing programs, such as Down Payment Assistance, Emergency Home Repair, Home Rehabilitation, Home Replacement, Rental Development and Homeownership Development. Section 420.9072, Florida Statutes, requires each jurisdiction that receives SHIP funding create an AHAC that shall submit an annual report of recommendations.

The AHAC's main responsibility is to review the established policies and procedures, ordinances, land development regulations, and the comprehensive plan, and to recommend specific actions or initiatives which encourage or facilitate development of affordable housing, while protecting the ability of property to appreciate in value. The Leon County AHAC is required to submit an annual report to the Board of County Commissioners that includes recommendations on the implementation of affordable housing incentives found in Section 420.9076 (4)(a) - (k), Florida Statutes. Recommendations may include modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions, including recommendations to amend the comprehensive plan and corresponding regulations, ordinances, and other policies. Policy recommendations often include amendments to the Leon County SHIP Local Housing Assistance Plan (SHIP-LHAP), which governs the provision of SHIP-funded affordable housing programs and must be adopted by the Board.

As established in Florida Statutes, the AHAC is comprised of at least 8 but no more than 11 Leon County citizens appointed by the Board, that represent various organizations and industries. As required by Statute, the AHAC's annual Report of Recommendations (Annual Report) must be adopted by a majority of its members at a public hearing. The Leon County AHAC held its public hearing on November 15, 2023. The AHAC is required to submit its Annual Report of Recommendations to the Board no later than December 31, 2023. The Annual Report must include recommendations on the implementation of affordable housing incentives identified in Florida Statutes. These incentives include expedited permitting for affordable housing projects and the allowance of affordable accessory dwelling units in residential zoning districts. The AHAC's Annual Report recommends that the County maintain current practices for incentives identified in Florida Statutes. Per Florida Statutes, within 90 days of receipt of the AHAC Annual Report, the Board must adopt an amendment to its SHIP-LHAP incorporating any of the recommended changes that it intends to implement.

The AHAC also recommends several revisions to the Home Rehabilitation and Home Replacement programs in the County's SHIP-LHAP (Attachment #2). As discussed in detail in the analysis, the AHAC's 2023 Annual Report recommends the following:

- Prioritizing Home Rehabilitation program applicants who have not previously been awarded rehabilitation funds.
- Expanding the eligibility for Home Replacement for homes that are older than 50 years and require repairs that are estimated to cost 30% or more of the value of the home in order to enhance the sustainability and resiliency of the older homes (currently limited to any homes that require repairs that are estimated to cost 50% or more of the value of the home).
- Increasing to the maximum award for Rehabilitation projects from $75,000 to $100,000 to address the impact of inflation in the housing construction market.
- Increasing the temporary relocation stipend for Home Rehabilitation and Home Replacement projects from $1,500 to $2,500.

As discussed in the analysis, the AHAC has also recommended the continual evaluation of design standards for SHIP-funded affordable housing projects, and the development of a uniform inclusionary housing ordinance with the City to increase the stock of affordable housing throughout the community.

Analysis:

During 2023, the Leon County AHAC held seven (7) public meetings to produce the recommendations included in the Annual Report, including one workshop and three joint meetings with the City of Tallahassee AHAC. On November 15, 2023, the County AHAC conducted a public hearing, as required by Florida Statutes, to adopt its 2023 Annual Report of Recommendations.

As previously stated, Florida Statues requires that the AHAC Annual Report address the incentives identified in Section 420.9076 (4)(a)-(k). These incentives include expedited permitting for affordable housing projects, the allowance of affordable accessory dwelling units in residential zoning districts, the allowance of flexible lot configurations, and the support of development near transportation hubs and major employment centers. The 2023 AHAC Annual Report addresses the incentives that the County currently has in place and recommends continuing the current practices.

Recommended Changes to the Leon County SHIP-LHAP

The County's Home Rehabilitation Program awards SHIP funds to low-income owner-occupied households in need of repairs for health, safety, insurability, to correct code violations and to prepare for future disasters. Such repairs include structural improvements, accessibility rehabilitation, repairs to support aging in place, and water and sewer connections including tap fees. If the County finds that rehabilitation of the home is expected to surpass 50% of the current value of the home, replacement of the home will be considered. Funds are awarded as zero-interest

deferred forgivable loans. As previously stated in this item, the 2023 AHAC Annual Report also includes recommendations to modify the Home Rehabilitation and Home Replacement programs.

- Home Rehabilitation program recipients are not eligible to receive additional SHIP assistance (except for Disaster Recovery) until ten years after the initial award is made or after the expiration of their initial loan term, whichever occurs first. Applications are ranked for assistance based on a first-qualified, first-served basis, with priorities for special needs households and essential services personnel. Applicants to the Home Rehabilitation program are often recipients of previous rehabilitation awards. One-third of Home Rehabilitation recipients during the FY 2023 application cycle had previously received rehabilitation assistance from the County. In order to maximize the number of eligible homes and households assisted through the Home Rehabilitation program, , the AHAC recommends prioritizing SHIP Home Rehabilitation program applicants who have not previously been awarded Home Rehabilitation program funds.

- Currently, when the cost of rehabilitating an eligible home is estimated to surpass 50% of its current value, then the demolition and replacement of the entire home is considered. Older homes (50 years +) that do not initially surpass the 50% threshold for demolition and replacement but receive rehabilitation assistance (currently limited to $75,000) often present more severe issues such as wood rot, sinking foundation, or poor electrical wiring after work has commenced and far exceed the current limit and therefore cannot be addressed. For homes that are older than 50 years, the AHAC recommends expanding the eligibility for Home Replacement when the required repairs are estimated to cost 30% or more of the value of the home in order to effectively address the sustainability and resiliency of the older homes.

- Since 2021, the maximum award for the Home Rehabilitation program has been set at $75,000. To adjust for inflation and the rising costs associated with construction, and to maximize the effectiveness of the program to preserve affordable housing, the AHAC recommends increasing the maximum award for Home Rehabilitation projects from $75,000 to $100,000.

- Recipients of Home Replacements and Home Rehabilitation program awards for projects costing $20,000 or more are currently eligible to receive a relocation assistance stipend in the amount of $1,500. Lengthy projects, such as home replacements, can sometimes require homeowners to relocate for weeks or months. The relocation assistance stipend amount was last increased in 2018. To adjust for inflation and the rising costs associated with storage and temporary living arrangements, the AHAC recommends increasing the temporary relocation stipend for Home Rehabilitation and Home Replacement program recipients from $1,500 to $2,500.

The County's SHIP-LHAP currently emphasizes accessibility and energy efficiency for rehabilitation/replacement projects. One of the goals of the Home Rehabilitation program is to award funds for repairs to support aging in place. Households must qualify as special needs or have at least one member of the household that is 55 years or older to be eligible for the Home

Rehabilitation program. Special needs households receive a priority during the recipient selection process. Accessibility improvements/features of rehabilitation or replacement projects to meet household needs often include on-grade entry, walk-in showers, installation of grab bars around toilets, and installation of lever door handles throughout the house. In terms of energy efficiency, the County's SHIP-LHAP currently requires participating homeowners obtain energy audits, and requires the County to include Green Building and energy-saving products in relevant project work write-ups, such as low-flow water fixtures and Energy Star-certified air conditioning units and appliances. At the July 19, 2023 County AHAC meeting, representatives from the Florida Association of the American Institute of Architects (AIA Florida) made a presentation to the AHAC which emphasized energy efficiency and accessibility as elements of well-designed affordable housing projects. In line with the industry best practices from AIA Florida, the 2023 AHAC Report also includes a recommendation for staff to continually explore ways to further incorporate energy efficiency and accessibility requirements for affordable housing projects into the County's SHIP-LHAP in 2024.

Inclusionary Housing Ordinance

The AHAC Report also recommends that the County continue to work with the City to adopt uniform inclusionary housing ordinances that are mandatory for single family and multifamily developments that could be applied within the Urban Service Area. Inclusionary housing ordinances can be classified as one of two types: mandatory or voluntary. As established in Section 125.01055, Florida Statutes, local governments may adopt mandatory inclusionary housing policies that require a developer to provide a certain number or percentage of affordable housing units within a development. Voluntary inclusionary housing policies offer incentives such as density bonuses, fee waivers, and expedited permitting to encourage the development of affordable housing units for low- to moderate-income households. It is noteworthy however, that local governments that adopt a mandatory policy are required to "fully offset" all costs to the developer of its affordable housing contribution through incentives, such as density bonuses and/or fee waivers. Locally, both the County and City have established inclusionary housing policies; however, the County's policy is voluntary while the City's policy is mandatory for larger-scale developments of a certain size.

In 2021, the County AHAC jointly with the City AHAC, recommended that the County and City adopt a uniform inclusionary housing policy. Subsequently, the County and City Commissions directed their respective staff to partner with the Florida Housing Coalition to draft updated Inclusionary Housing Ordinances to be applied within the urban services area. The County AHAC has continued to work with the City AHAC and staff to finalize the recommendations for the development of a uniform inclusionary housing ordinance and associated incentives. An update on the development of an inclusionary housing ordinance is expected to be brought to the Board in early 2024. The consideration and adoption of a uniform inclusionary housing ordinance would be taken up by the Board and City Commission separately.

Options:

1. Accept the Annual 2023 Affordable Housing Advisory Committee Report of Recommendations (Attachment #1).
2. Adopt the Resolution approving the proposed revisions to FY 2024-2026 Leon County State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (Attachment #2).
3. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Annual 2023 Affordable Housing Advisory Committee Report of Recommendations
2. Resolution and revised FY 2024-2026 Leon County SHIP Local Housing Assistance Plan



Affordable Housing Advisory Committee

2023 Report of Recommendations

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EXHIBIT A: NOTICE OF PUBLIC HEARING

dotloop signature verification: dtlp.us/U9oL-FAjW-rogH

AFFORDABLE HOUSING ADVISORY COMMITTEE

November 15, 2023

Dear County Commissioners,

It is with immense honor that I submit the Leon County Affordable Housing Advisory Committee's 2023 housing policy recommendations for your consideration and acceptance.

During 2023, our Committee received presentations and considered invaluable input from County staff, hosted three joint meetings with the City of Tallahassee Affordable Housing Advisory Committee and held hours of deliberation and discussion. Through these processes, we crafted the recommendations in this report, which the Committee strongly feels will enable the County to continue to address housing affordability issues within our community. The Committee approved all recommendations unanimously.

On behalf of the Committee, please accept our gratitude for allowing us to serve our fellow citizens in this capacity. We are deeply appreciative of the continuing commitment this Board has toward ensuring all citizens of Leon County have affordable housing options.

Sincerely,

Trina Searcy

Trina R Searcy
dotloop verified
11/20/23 3:06 PM EST
ZU2Z-YJGC-ZDVF-UKNW

Chair, Affordable Housing Advisory Committee

Executive Summary

Section 420.9076, Florida Statutes, requires that each jurisdiction in Florida receiving State Housing Initiatives Partnership (SHIP) funds shall appoint an eight- to eleven-member Affordable Housing Advisory Committee (AHAC). Each member represents a different role in the affordable housing industry. The AHAC is mandated to review Comprehensive Plan Elements, County Ordinances, Land Development Regulations, and County Policies and Procedures to identify regulatory barriers to affordable housing and to recommend incentives to create more affordable housing. Section 420.9076, Florida Statutes, requires the Committee to produce a report to submit to the County Commission and to the Florida Housing Finance Corporation (FHFC) annually by December 31st or risk the forfeiture of annual allocations of SHIP funds.

The Committee met three (3) times in 2023, held one workshop and met jointly with the City of Tallahassee (City) AHAC three (3) times. Committee members reviewed various County documents as required by law as well as the *2022 County Affordable Housing Advisory Committee Report of Recommendations*. The Leon County AHAC, from its review, consideration, evaluation, and recommendations, drafts and submits this report, which details the scope of the Committee's work and the resulting recommendations, to the Board of County Commissioners, Florida Housing Finance Corporation, and the Florida Housing Coalition as required by Florida Statutes. The final report was also sent to the Directors of the Tallahassee-Leon County Planning Department, Development Services and Environmental Management Department, County Attorney's Office, Real Estate Management Department, and the City of Tallahassee Housing and Community Resilience Department for review.

Summary Table of Recommendations

All AHAC recommendations were discussed and voted upon by members. Table 1 provides a summary of 2023 AHAC Recommendations. As reflected in Table 1, the AHAC recommends the continued practice of statutorily required incentives. Over the past year, the AHAC has been working with the City AHAC to provide County and City Staff input on recommendations for the development of a uniform inclusionary housing ordinance.

Table 1: Summary of 2023 Affordable Housing Advisory Committee Recommendations Table

Subject	Committee Recommendation
Section 420.9076 (4) (a) Expedited Permitting	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (b) No Impact Fees	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (c) Flexible Densities	**Recommendation:** None.
Section 420.9076 (4) (d) No Special Capacity Provisions	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (e) Allowance of Affordable Accessory Units	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (f) Reduction of Parking Requirements	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (g) Flexible Lot Configurations	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (h) No Modified Street Requirements	**Recommendation:** Maintain the current practice.

Section 420.9076 (4) (i) Collaborative Policy Evaluation	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (j) Inventory of Locally Owned Public Lands	**Recommendation:** Maintain the current practice.
Section 420.9076 (4) (k) Support of Development Near Transportation Hubs	**Recommendation:** Maintain the current practice.

BACKGROUND

In 1992, the Florida Legislature enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Session Laws (the "Sadowski Act"), allocating to local governments a portion of documentary stamp taxes on deeds for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act, codified at Florida Statutes, Sections 420.907-420.9079 (SHIP Statutes). The SHIP Statutes require participating local governments to establish an Affordable Housing Advisory Committee (AHAC) which is responsible for reviewing and evaluating all aspects of the County's housing activities that impact the production of affordable housing and is specifically directed to consider and evaluate the implementation of the incentives set forth at Section 420.9076(4).

In 1993, the Board of County Commissioners (Board) incorporated SHIP Act provisions by adopting Ordinance No. 93-2, which was codified in the Code of Laws of Leon County at Chapter 8, Article V, Sections 8-151 through 8-156, entitled Affordable Housing Assistance (Code of Laws). Since its establishment, the Board has adopted ordinances in 2007, 2016, and 2020 amending the Code of Laws, to align its provision with amendments to the SHIP.

Most recently, in 2020 the Florida Legislature adopted House Bill 1339, further amending Sections 420.907-420.9079, F.S. (SHIP Statute). The SHIP Statute, as amended, requires a County Commissioner to serve on the AHAC and requires the AHAC to provide an annual, rather than triennial, report to the Board. Also, a copy of the report must be submitted to the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program, currently the Florida Housing Coalition, in addition to providing the report to the Florida Housing Finance Corporation (FHFC) which administers the State Housing Initiatives Partnership (SHIP) program. As such, on September 29, 2020, the Board adopted Ordinance No. 20-34, amending the Code of Laws to incorporate the provisions of House Bill 1339.

Composition of the Affordable Housing Advisory Committee

The Office of Human Services and Community Partnerships' Division of Housing Services serves as Staff for the AHAC. SHIP Statute requires that there be at least eight (8) but not more than 11 committee members, including one locally elected official, with representation from at least six of the following categories:

(a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
(b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
(c) A citizen who is a representative of those areas of labor actively engaged in home building in

connection with affordable housing.
(d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
(e) A citizen who is actively engaged as a for-profit provider of affordable housing.
(f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
(g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
(h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
(i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
(j) A citizen who represents employers within the jurisdiction.
(k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Table 2 lists the appointed Committee members, along with their category affiliation and appointment date, who participated in the production of this report.

Table 2: Affordable Housing Advisory Committee Membership

Name	Category Represented	Begin Term
1. Nick Maddox	County Commissioner	01/01/2023
2. Lawrence Tobe	Resident Within the Jurisdiction Making Appointment	04/01/2023
3. Oral Payne	Engaged in Residential Homebuilding	04/01/2023
4. Bruce Strouble	Advocate for Low-Income Persons	03/21/2023
5. Rachel Brubaker Stevens	Real Estate Professional	04/01/2023
6. John Hershey	Not-For-Profit Provider of Affordable Housing	04/01/2023
7. Trina Searcy	Real Estate Professional	04/01/2023
8. Ian Waldick	Planning Commission Member	07/01/2021
9. Madelon Horwich	Resident Within the Jurisdiction Making Appointment	04/01/2023

Affordable Housing Advisory Committee Recommendations

As established in the SHIP Statute, the Committee is responsible for annually reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the County housing activities that impact the production of affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out at Section 420.9076(4)(a)-(k), F.S. Based on the Committee's evaluation, it may recommend to local government that it modify, provide exceptions, and/or create new plans, policies, procedures, and other governing authority documents that would encourage production of affordable housing which must be approved at a public hearing by affirmative vote of a majority of the membership in accordance with the SHIP Statute.

The Committee conducted a public hearing, held three (3) public meetings, and met jointly with the City AHAC during three additional public meetings in 2023 to produce this report and the recommendations herein. The Committee has specifically considered and evaluated the strategies set forth in Section 420.9076(4), F.S., to formulate the following recommendations and submits them to the Board for possible incorporation into its housing strategy:

(a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in Section 163.3177(6)(f)3, F.S.

Current Practice: Expedited permitting of affordable housing projects is accomplished by administrative direction, close coordination, and teamwork, which include:

1) Using pre-permitting review to determine project status, identify and resolve potential legal problems that might preempt permitting, and otherwise expedite affordable housing.
2) Obtain assistance and cross-training from Building Inspection with the initial inspection of rehabilitation projects to ensure all code compliance issues are addressed in write-ups and permit applications. This expedites plan review and minimizes changes that delay permitting and project completion.
3) The Director of the Office of Human Services & Community Partnerships and staff are the designated liaisons with the Affordable Housing Program and assist with the resolution of difficult permitting issues.

AHAC Recommendation: Maintain the current practice.

(b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Current Practice: Leon County does not impose impact fees. Impact fees were eliminated in 1995.

AHAC Recommendation: Maintain the current practice.

(c) The allowance of flexibility in densities for affordable housing.

Current Practice: Although the Land Development Code (LDC) does not specifically address density flexibility for affordable housing, it does provide incentives for affordable housing regarding the required review level. For example, projects with 50% or more affordable housing units can have their review threshold increased by 50% thereby potentially allowing a lower review level and reducing permitting costs. [Section 10-7.402(4) of the LDC]

AHAC Recommendation: None at this time. Currently, County and City staff continue to work with the Florida Housing Coalition (FHC) to refine its Inclusionary Housing policy recommendations based on feedback received during multiple public engagement events held throughout 2022 and 2023. These recommendations are expected to address density bonuses for affordable housing projects. Staff anticipates bringing back final recommendations on inclusionary housing in 2024.

(d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

Current Practice: The concurrency management system treats all projects the same and does not provide special provisions for affordable housing projects. (Article III of the LDC)

AHAC Recommendation: Maintain the current practice.

(e) The allowance of affordable accessory residential units in residential zoning districts.

Current Practice: The LDC allows accessory dwelling units in conjunction with the following principal structures: single-family detached dwellings; retail establishments; offices; and principal industrial structures. [Section 10-6.803(b)(2) of the LDC]

AHAC Recommendation: Maintain the current practice.

(f) The reduction of parking and setback requirements for affordable housing.

Current Practice: The LDC allows a permit applicant the ability to file a request of the Parking Standards Committee for reduction to the parking requirements based upon data supporting such a request (Article VII, Division 5, Subdivision III of the LDC – Parking and Loading Standards; Section 10-1.106 of the LDC)

AHAC Recommendation: Maintain the current practice.

(g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

Current Practice: Many zoning districts already provide for zero-lot-line development patterns. The Department of Development Support & Environmental Management staff provides flexibility in design in order to reduce impervious surface area consistent with Low Impact Design ordinance and to identify other efficiencies. (Sections 10-7.502 and 10-4.308 of the LDC)

AHAC Recommendation: Maintain the current practice.

(h) The modification of street requirements for affordable housing.

Current Practice: Street requirements for affordable housing are not different than for other types of housing development. Uniformity of roadways can help to minimize negative views of affordable housing. Emergency vehicles require the same mobility in affordable housing developments as in others.

AHAC Recommendation: Maintain the current practice.

(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Current Practice: County staff conducts collaborative evaluation (Department of Development Services & Environmental Management, Human Services and Community Partnerships & Public Works) of potential impactful policies, procedures, ordinances, regulations, or plans.

AHAC Recommendation: Maintain the current practice.

(j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

Current Practice: County staff prepares, and makes available to the public, a printable inventory of County-owned lands suitable for affordable housing.

AHAC Recommendation: Maintain the current practice.

(k) The support of development near transportation hubs and major employment centers and mixed-use developments.

Current Practice: Applicable zoning districts such as the Mahan Corridor, the Lake Protection Node districts, and others are designed to promote this incentive by providing mixed use development patterns centered near major intersections. These zoning districts are intended to accomplish several goals including, but not limited to: providing convenience goods to area residents within a short distance of home, maximizing infrastructure, minimizing automobile dependency, promoting transit, and facilitating compatibility with nearby neighborhoods. (Sections 10-6.654.1 and 10-6.660 of the LDC)

AHAC Recommendation: Maintain the current practice.

Additional Recommendations

From review and evaluation of County ordinances, regulations, comprehensive plan, policies, and procedures, the Committee makes the following, additional recommendations to the Board for consideration of incorporation into its housing program strategy:

Leon County Policy

Inclusionary Housing Policy

In 2021, the County AHAC recommended jointly with the City AHAC that the County and City adopt a uniform inclusionary housing policy. Subsequently, the County Commission and City Commission directed County and City staff to partner with the Florida Housing Coalition to draft updated Inclusionary Housing Ordinances for the County and City that are identical and mandatory within the Urban Services Area, to be considered by the County Commission and City Commission, respectively. The County AHAC has continued to work with the City AHAC and staff on the finalization of recommendations for the development of a uniform inclusionary housing ordinance and associated incentives.

Local Housing Assistance Plan

Every local government participating in SHIP is required to have an active Florida Housing Finance Corporation-approved Local Housing Assistance Plan (LHAP). Generally, local governments submit LHAPs by May 2 once every three years, covering the three state fiscal years beginning July 1 of the year the plan is submitted. LHAPs are designed to detail how each local government will expend SHIP funds allocated to them for each of the three fiscal years.

Home Rehabilitation/Replacement Strategy Policy

SHIP funds are awarded to owner-occupied households in need of repairs for health, safety, insurability, correct code violations and to prepare for future disasters. This will include structural improvements, accessibility rehabilitation, repairs to support aging in place and water and sewer connections including tap fees. If the County finds that rehabilitation of the home is expected to surpass 50% of the current value of the home, replacement of the home will be considered.

AHAC Recommendation: Prioritize SHIP Home Rehabilitation applicants who have not previously been awarded Home Rehabilitation funds.

- Current Policy: Except for Disaster Recovery, previous Home Rehabilitation recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination or after the lien matures, whichever is less.

- Analysis: 1 out of 3 Home Rehabilitation recipients from the FY 2023 application cycle had previously received assistance from the Home Rehabilitation Program.

AHAC Recommendation: Lower the value threshold to trigger a replacement from 50% to 30% for homes at least 50 years old.

- Current Policy: If the County finds that rehabilitation of the home is expected to surpass 50% of the current value of the home, replacement of the home will be considered.

- Analysis: 1 out of 3 homes rehabilitated during FY 2023 application cycle were over 50 years old.

AHAC Recommendation: Increase the maximum award for the Home Rehabilitation Strategy from $75,000 to $100,000.

- Current Policy: The maximum award for the Home Rehabilitation Strategy is set at $75,000.

- Analysis:
    - The maximum award for the Home Rehabilitation strategy was last increased in 2021.
    - The maximum award for the Home Replacement Strategy was increased from $200,000 to $300,000 in 2022 to adjust for inflation and rising costs associated with construction.

AHAC Recommendation: Increase temporary relocation stipend from $1,500 to $2,500.

- Current Policy: Replacements/Rehabilitation projects of $20,000 or more are eligible for relocation assistance of $1,500.

Recommendations from the Florida Association of the American Institute of Architects

At the July 19, 2023, County AHAC meeting, representatives from the Florida Association of the American Institute of Architects made a presentation which included recommendations on creating well-designed affordable housing. The AHAC recommends that County staff continually explore ways to encourage "design excellence" by further incorporating energy efficiency and accessibility requirements for affordable housing projects into the County's SHIP-LHAP.

Committee Adoption of the 2023 Report of Recommendations

The Committee officially adopted the report by affirmative vote of a majority of the membership at a public hearing on November 15, 2023. Notice of the public hearing to adopt the final report was published in the *Tallahassee Democrat* (Exhibit A) and posted on the County's website. The notice included how interested persons could obtain a copy of the final report.

Plan for Implementation

At the December 12, 2023, County Commission meeting, Commissioners will consider acceptance of the AHAC's report to comply with the state-mandated December 31, 2023, deadline. As required by SHIP Statutes, the County Commission must review and discuss the Committee's recommendations and vote to adopt the recommendations they plan to implement within 90 days of receipt. County Commissioners may adopt to implement any AHAC recommendations into policy or regulatory documents, including amending the appropriate LHAP to include new affordable housing incentive strategies.

Exhibit A

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Elizabeth Loeffelman
Board Of County Commissioners
1800 N Blair Stone RD # 3
Tallahassee FL 32308-2303

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Tallahassee Democrat, a newspaper published in Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Leon County, Florida, or in a newspaper by print in the issues of, on:

11/12/2023

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NOTICE OF PUBLIC HEARING

Notice is hereby given that the Leon County Affordable Housing Advisory Committee (AHAC) will hold a public hearing on Wednesday, November 15, 2023, at 10 a.m. in the Conference Room of the Leon County Office of Human Services & Community Partnerships, located at 615 Paul Russell Road, to adopt a report of recommendations regarding local housing incentives to be presented to the Board of County Commissioners.

Recommendations that address Section 420.9076 (4) (a)-(k), Florida Statutes, are included in the report to be considered at the public hearing.

The AHAC will take public comment at the public hearing. For more specific information about the proposed recommendations, or to obtain a copy of the draft 2023 Report of Recommendations, please visit LeonCountyFL.gov/Housing, email HSCP-HousingServices@LeonCountyFL.gov, or visit the Division of Housing Services at 615 Paul Russell Road during regular business hours (Monday-Friday 8 a.m.-5 p.m.). Please note that additional recommendations may be presented and adopted at this public hearing.

PLEASE BE ADVISED that if a person decides to appeal any decision made by the AHAC with respect to any matter considered at this hearing, such person will need a record of these proceedings; and, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based. The AHAC does not provide or prepare such a record. See Section 286.0105, F. S.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this public meeting should contact Jelani Marks at least 48 hours prior to the proceeding by written request to HSCP-HousingServices@LeonCountyFL.gov or call 850-606-1900, 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service. Any non-English speaking persons wishing to attend the meeting should contact Jelani Marks at least 24 hours prior to the hearing and an interpreter will be provided. (La información y los materiales del programa están disponibles en español a pedido.)

Nov 12, 2023

LEON COUNTY RESOLUTION NO. 23-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE COUNTY ADMINISTRATOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR FINAL REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317, Laws of Florida, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (2022), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act. The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, it is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing

assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund; and

WHEREAS, the Department of Human Services and Community Partnerships has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for Leon County Government to submit the Local Housing Assistance Plan for review and approval so as to qualify for documentary stamp tax funds; and

WHEREAS, Rule Chapter 67-37, Florida Administrative Code, requires an approved local housing assistance plan be adopted by resolution.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. Approve the Local Housing Assistance Plan.

1. The Board of County Commissioners of Leon County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420.9079, Florida Statutes, for years 2023-2024, 2024-2025 and 2025-2026.

2. The County Administrator is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 2. Effective Date.

This Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 12th day of December 2023.

LEON COUNTY, FLORIDA

By:_____
Carolyn D. Cummings, Chair
Board of County Commissioners

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

By:_____

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

By:_____

LEON COUNTY

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026

As Revised by the Leon County Board of County Commissioners on TBD~~July 11, 2023~~

Florida Housing Finance Corporation

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Community Land Trust Purchase Assistance Additional Information G. Interlocal Agreement, Leon County, Florida & the City of Tallahassee, Florida	

I. Program Details:

A. LG(s)

Name of Local Government	Leon County
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited via advertising of public meetings and the Public Hearing for the Affordable Housing Advisory Committee to adopt their Report of Recommendations. Public input was also obtained through meetings with housing providers, social service providers, local lenders, neighborhood associations and Affordable Housing Advisory Committee meetings.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will not be established when there are eligible applicants for strategies that no longer have funding available.

Priorities: The following priorities for funding described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II: The County will accept applications during the advertised "Application Period" which will be at least 30 days. Once the application period ends, eligible applications will

be categorized based on the most appropriate program strategy to address their needs and prioritized based upon the following ranking priority:

1. Special Needs Households
    a. Very low
    b. Low
    c. Moderate (If Applicable)
2. Essential Services Personnel
    a. Very low
    b. Low
    c. Moderate (If Applicable)
3. Non-Special Needs and Non-ESP
    a. Very Low
    b. Low
    c. Moderate (If Applicable)

If funds are available after applications are categorized and set asides have been met, funds will be expended on a first qualified first served basis.

J. Discrimination: In accordance with the provisions of Section 760.20-760.37 Fla. Stat., it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support and counseling services are available from various sources in the community. The County will provide Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, and Foreclosure Counseling through referral to qualified HUD approved agencies, which includes, but is not limited to, Tallahassee Lenders Consortium.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual

household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer, when required as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible non-profit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget of proposed Administrative Expenditures is attached as Exhibit A. Leon County finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs."*

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	**Duties**	**Admin. Fee Percentage**
Local Government	All Strategies Other than Down Payment Assistance	8%
Third Party Entity/Sub-recipient	Down Payment Assistance Program Strategies	2%

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

***S.* Project Delivery Costs:** The County will charge a reasonable project delivery cost that will not exceed three percent (3%) of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.

1. Title Search
2. Recordation Fee
3. The County will utilize a contractor to assess the appropriate level of housing rehabilitation necessary to improve accessibility and enhance independence for participating households having special needs.
4. The County may utilize a contractor to assess home(s) and provide a professional Home Inspection Report to be used to generate a scope of work.
5. To determine post-Home Replacement or post-Home Rehabilitation (when livable square footage is added to the home), the County may:
    i. contract with a Real Estate Agent/Realtor to provide a Broker Price Opinion and/or
    ii. contract with a Certified Residential Appraiser to provide an appraisal.

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel and active U.S. Armed Forces Service Members.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes:
The County will require participating homeowners to obtain a Home Energy Audit from their electric service provider if they are eligible for Home Rehabilitation and/or whenever a Heating, Ventilation and Cooling unit is being considered for replacement. The findings of the audit will be used to incorporate repairs into a cost-effective scope of work that are intended to increase the energy efficiency of the home and possibly lead to lower heating and cooling costs.

Additionally, the County and/or sponsors will, when economically feasible, employ the following Green Building requirements on Home Rehabilitation, Home Replacement, Emergency Repairs & Disaster Resilience, Homeownership Development or Rental Development:

1. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
    a. Toilets: 1.4 gallons/flush or less;
    b. Faucets: 1.5 gallons/minute or less;
    c. Showerheads: 2.0 gallons/minute or less;
2. Energy Star certified exhaust/ventilation fans in all bathrooms;

3. Energy Star certified water heater minimum efficiency specifications;
4. Energy Star certified lighting and ceiling fans with lighting;
5. Energy Star certified Air Conditioning unit(s) with minimum SEER of 14. Packaged units are allowed in studios and one-bedroom units with a minimum of 11.7 EER;
6. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
7. Energy Star certified refrigerator;
8. Energy Star certified dishwasher, if provided;
9. Energy Star certified washing machine, if provided in units.

V. **Describe efforts to meet the 20% Special Needs set-aside:** The County will continue to obtain referrals from partner social service agencies serving the targeted population to achieve the goal of the special needs set-aside. The goal will be met through Housing Rehabilitation, Home Replacement, Down Payment Assistance, Emergency Housing Repair & Housing Resilience, Homeownership Development, Rental Development, and Rental Assistance program strategies. The County will utilize a contractor to identify ways to improve the accessibility of homes and enhance independence for participating households having special needs through the Home Rehabilitation and Home Replacement program strategies.

W. Describe efforts to reduce homelessness: The County will collaborate with the Big Bend Continuum of Care and other agencies serving the target population to assist in rapid rehousing and to prevent homelessness primarily through the Rental Subsidy program strategy, the Leon County Direct Emergency Assistance Program (DEAP) and the Leon County Veteran Emergency Assistance Program (VEAP). When funding is available, Leon County may use SHIP funds to place this target population in rental or transitional housing for the purpose of providing a stable housing situation pursuant to applicable program strategies herein.

Section II. LHAP Strategies:

A. Down Payment Assistance	Code 1, 2

a.	Summary: Funds will be awarded to First Time Homebuyers for down payment and closing costs for new and existing homes, including homes purchased from a community land trust (CLT).

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate (Moderate not eligible for purchase in CLT)

d. Maximum award:

Income Category	Existing Homes not Rehabilitated OR not in a CLT	CLT Homes	Newly Constructed or Rehabilitated Homes
Very Low	$10,000	$20,000	$25,000
Low	$10,000	$20,000	$25,000
Moderate	$7,500	N/A	$20,000

- Newly constructed homes are defined as homes that have never been occupied; and have obtained a certificate of occupancy within the 12-months preceding the purchase; or was built as a model home.
- Rehabilitated homes are defined as existing homes that receive repairs or rehabilitation needed

for safe or sanitary habitation, correction of substantial code violations, the creation of additional living space or other repairs approved by the Leon County Division of Housing Services and are paid by the seller, the buyer or another source. Proof that the repair or rehabilitation was completed within the 12-months preceding purchase must be provided prior to closing unless a first mortgage renovation loan (FHA 203k, Freddie Mac, Fannie Mae or similar lender managed renovation purchase and renovation loan) is used to pay for the rehabilitation. When a first mortgage renovation loan is used, the project must be completed, including proof of payment, and the home must be occupied within six months of closing.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 10 years for Fee Simple; 30 years for CLT
4. Forgiveness: If the loan remains in good standing, assistance will be forgiven at the end of the loan term.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
   - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.) If sold in a CLT, the loan will not be determined to be in default if the sale is approved by the CLT and provision is made for the subsequent income eligible purchaser to assume the loan to ensure homes remain affordable;
   - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
   - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
   - Homeowner fails to maintain homeowner's insurance.
   - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
     - purpose of preventing foreclosure;
     - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five ($75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
     - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

f. Recipient Selection Criteria:

- Applications will be ranked for assistance based on a first-qualified, first-ready-to-close basis.

- A recipient must secure a first mortgage by an approved lender.
- A recipient must be able to contribute five hundred dollars ($500.00) towards the transaction but their total liquid assets (liquid assets include all assets that can be accessed without penalty) may not exceed Thirty Thousand Dollars ($30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- Homebuyer Education
    - Fee Simple homebuyers must complete an approved homebuyer education class from a HUD certified agency and obtain a certificate of completion.
    - CLT homebuyers must complete a homebuyer education class from a HUD certified agency that contains a community land trust component and/or session with the CLT in addition to a homebuyer education class that requires CLT buyers to demonstrate and attest to a clear understanding of the terms of community land trust homeownership and obtain a certificate of completion.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- All eligible units must be in unincorporated Leon County.
- Mobile homes are not eligible for this program.
- Households receiving Down Payment assistance must obtain and maintain homeowner's insurance for the duration of the lien period.
- Homes in a 100-year flood plain or properties required by a first mortgage lender to be covered by flood insurance are not eligible for this program.
- Leon County will be placed in second lien position behind the first mortgage for all Down Payment Assistance transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).
- Down Payment Assistance can be used on properties previously assisted with SHIP funds that have a Land Use Restriction Agreement (LURA), deed restriction and/or an assumable conveyance agreement with affordability covenants if the maximum subsidy was not provided to the previous homebuyer(s).
- Except for Disaster Recovery, previous Down Payment Assistance recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination. Down Payment Assistance may be provided simultaneously with Home Ownership Development to a recipient eligible for both strategies.

Terms for CLT home purchases: Purchase assistance is assumable by an income-eligible purchaser. The terms of the Note and Mortgage shall allow subsequent purchasers to assume the loan with approval by the CLT. Otherwise, no repayment is required during the term of the loan, provided the loan remains in good standing.

Please see Exhibit F for additional instructions and information for CLT purchases.

B. Home Ownership Development	Code 10

a. Summary: SHIP funds will be awarded to for-profit and not-for-profit organizations, including Community Land Trusts (CLT), for land acquisition, infrastructure and development costs, and all other associated fees and permits for the construction of housing units to pay-down the development costs to further reduce the sale price to income eligible First Time Homebuyers.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low

d. Maximum award: $100,000 per unit

One hundred percent (100%) of the County's investment shall be converted to an assumable mortgage with a Land Use Restriction Agreement (LURA), deed restriction, and/or other affordability restrictions or covenants to the benefit of the prospective homebuyer subordinate to the first mortgage to ensure homes remain affordable in perpetuity. A CLT will satisfy this requirement. Please see Additional Terms and Exhibit F for additional instructions and information.

e. Terms:

Sponsor Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage, note and restrictive covenant.
2. Interest Rate: 0%
3. Years in loan term: Up to 18 months
4. Forgiveness: If the loan is in good standing upon sale of the property to an eligible homebuyer with affordability restrictions and/or covenants (homes built on land in a CLT satisfies this requirement) to ensure homes remain affordable in perpetuity, the loan will be considered paid in full, the loan will be reflected in the contract for sale to the benefit of the eligible homebuyer and the County will satisfy the promissory note and release restrictive covenant with the Developer.
5. Repayment: Not required if the loan is in good standing.
6. Default: The loan will be in default if: the developer fails to construct and sell the assisted unit(s) with affordability restrictions and/or covenants recorded on the property to an eligible homebuyer within six (6) months after the final certificate of occupancy is issued and within the contractual timeframe. The County will recapture the subsidy and/or property within ninety (90) days of maturity of the recorded Mortgage Agreement.

Homebuyer Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: If the loan remains in good standing, forgiveness is prorated at 5% per year following the tenth year in the loan term.
5. Repayment: Not required if the loan is in good standing.

6. Default: The loan will be determined to be in default if any of the following occurs:
   - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.). The loan will not be considered in default if the loan to be assumed is reflected in the contract for sale, the loan is assumed by an income-eligible purchaser, and the sale is approved by the County or CLT to ensure homes remain affordable in perpetuity;
   - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
   - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
   - Homeowner fails to maintain homeowner's insurance.
   - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
     - purpose of preventing foreclosure;
     - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five ($75.00) dollars per month or to change from an adjustable-rate mortgage (ARM) to a fixed rate mortgage;
     - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

   If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

f. Homebuyer Selection Criteria:
   - Applications will be ranked for assistance based on a first-qualified, first-ready-to-close basis.
   - Recipients must secure a first mortgage by an approved lender.
   - Recipients' total liquid assets (liquid assets include all assets that can be accessed without penalty) may not exceed Thirty Thousand Dollars ($30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
   - Homebuyer Education
     - Fee Simple homebuyers must complete an approved homebuyer education class from a HUD certified agency and obtain a certificate of completion.
     - CLT homebuyers must complete an approved homebuyer education class from a HUD certified agency that contains a community land trust component and/or session with the CLT in addition to a homebuyer education class that requires CLT buyers to demonstrate and attest to a clear understanding of the terms of community land trust homeownership and obtain a certificate of completion.

g. Sponsor Selection Criteria: Applications from potential sponsors will be reviewed on an ongoing basis.

Sponsors/developers are required to be awarded construction financing through other local, state,

federal, private programs, or show sufficient liquid assets necessary to construct new affordable homes. Funding for each project will be based upon the gap demonstrated by the developer in the project budget. The project gap is the difference between the cost incurred by the developer to construct the unit and the sales price the market will bear to sell the unit to an eligible buyer.

Not-for-profit sponsors used to implement this program must have received a tax-exempt ruling as a non-profit agency from the IRS under Section 501(c) of the Internal Revenue Code. The not-for-profit must have in its mission statement, Articles of incorporation, or bylaws that it is dedicated to the provision of housing and services for eligible households.

For-profit sponsors administering the program must have experience performing housing activities for eligible households.

The criteria to select for-profit or non-profit agencies may include, but is not limited to, the following:

- Consistency of the project with basic goals and objectives of the County;
- The financial strength of the sponsor, including the ability to leverage funds from other sources;
- The ability of the sponsor to complete the project by the deadlines established by the County;
- The capacity of the sponsor;
- The quantity and quality of experience in affordable housing development;
- Willingness to contractually commit to SHIP and other County requirements;
- Agreement to select recipients based on compliance with all eligibility requirements imposed by the program;
- Preference shall be given to 1) Community Land Trusts and 2) not-for-profit entities; and
    - Sponsors with verified site control;
    - Sponsors with membership in the Homeownership Pool Program; and
    - Sponsors that employ personnel from the Welfare Transition Program.

h. Additional Information:

- All eligible units must be in Leon County.
- Units to be developed shall be site-built; or block structures; or modular homes. Mobile homes are not eligible for this program.
- Homes may not be developed in a 100-year flood plain or on properties that a first mortgage lender would require to be covered by flood insurance.
- Leon County will be placed in second lien position behind the first mortgage for all homebuyer transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.
- Homebuyer may not be a family or household member of any principal member of the awarded developer's organization. "Family or household member" includes spouses, former spouses, non-cohabitating partners, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who have a child in common regardless of whether they have been married or have resided together at any time.

- Except for Disaster Recovery, previous Homeownership Development homebuyers are not eligible to receive additional SHIP assistance until ten (10) years after lien origination. Down Payment Assistance maybe provided simultaneously with Home Ownership Development by a recipient eligible for both strategies if needed.
- If funds are given to an entity that is not a CLT, a Land Use Restriction Agreement (LURA) deed restriction, and/or other affordability restrictions or covenants shall be recorded in the county records ensuring permanent affordability.

Homeownership Development assistance is assumable to an income-eligible purchaser. The terms of the Note and Mortgage shall allow subsequent purchasers to assume the loan with approval by the County or the CLT. The loan to be assumed will be reflected in the contract for sale to the benefit of the eligible subsequent homebuyer and the County will satisfy the existing mortgage & promissory note.

Please see Exhibit F for additional instructions and information for CLT purchases.

C. Home Rehabilitation	Code 3

a. Summary: SHIP funds will be awarded to owner-occupied households in need of repairs for health, safety, insurability, correct code violations and to prepare for future disasters. This will include structural improvements, accessibility rehabilitation, repairs to support aging in place and water and sewer connections including tap fees. If the county finds that rehabilitation of the home is expected to surpass 50% of the current value of the home, replacement of the home will be considered. For homes that are at least 50 years old, replacement will be considered if rehabilitation of the home is expected to surpass 30% of the current value of the home.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low

d. Maximum award: $100,000~~75,000~~ (which includes Emergency Repair assistance received while on the waitlist prior to December 14, 2021) for rehabilitation and may include $2,500~~1,500~~ for temporary relocation.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: Five (5) years: $0 - $30,000; Ten (10) years: $30,001 - $75,000
4. Forgiveness: If the loan remains in good standing, forgiveness is prorated in the following manner:
    a. Five-year loans on a prorated basis of 20% per year
    b. Ten-year loans on a prorated basis of 10% per year
5. Repayment: Not required if the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
    - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);

- Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
- Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
- Homeowner fails to maintain homeowner's insurance and flood insurance, if in a 100-year flood plain or required by a first mortgage lender to be covered by flood insurance.
- Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
  - purpose of preventing foreclosure;
  - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five ($75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
  - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, applicants who have not previously received rehabilitation assistance from Leon County and income groups as referenced in Program Details (I).

- A recipient must be the owner occupant of a home in an unincorporated area of Leon County (unless administering Disaster Recovery) for at least a year prior to application and qualify for Homestead Property Tax Exemption; or if the property has not been owned for at least a year, the needed repair, improvement or modification must be related to a circumstance that could not have reasonably been known prior to purchase of the property.
- A recipient must household qualify to meet the Special Needs set aside as established in Florida Statutes or have at least one-member age 55 years or older.
- A recipient must be current on all property taxes (including assessments), mortgages, debts, or other security instruments associated with the property that may bring threat of foreclosure, tax lien, default, clouded title or other loss of ownership.
- Prior to participation, a recipient will be required to make code related improvements that are not repair oriented (i.e. nuisance, trash, environmental or health codes). Such improvements must be made if there is an active code complaint.
- A recipient may not have total liquid assets (liquid assets include all assets that can be accessed without penalty) that exceed Thirty Thousand Dollars ($30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- Rehabilitation projects of $20,000 or more will be eligible for relocation assistance.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- Eligible units shall be either site-built or block structures; or modular homes; or mobile homes (built after June 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office and the household must qualify as "Special Needs" in accordance with Section 420.0004 Fla. Stat.
- A recipient must participate in a Leon County homeowner and SHIP program education workshop.
- Recipients who have homeowner's insurance in place may be required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.
- Homes older than 50 years may not be eligible if determined to be of historical significance.
- Homeowner must obtain and/or maintain homeowner's insurance.
- Homes in a 100-year flood plain or properties required by a first mortgage lender to be covered by flood insurance must have and maintain sufficient flood insurance coverage.
- Combined loan-to-value, including the anticipated SHIP project quote, may not exceed one-hundred twenty percent (120%) of the value of the property. However, the loan-to-value limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- Properties with a reverse mortgage are not eligible. However, the reverse mortgage limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- The actual project quote may not exceed ninety percent (90%) of the value of the property or the maximum award.
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.
- No contractor may have more than five home replacement/rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.
- Except for Disaster Recovery, previous Home Rehabilitation recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination or after the lien matures, whichever is less.

D. Home Replacement	Code 4

a. Summary: SHIP funds will be awarded for the demolition and replacement of existing owner-occupied single-family homes to homeowners who qualify for Home Rehabilitation if the county finds that rehabilitation of the home surpasses 50% of the current value of the home. For homes that are at least 50 years old, replacement will be considered if rehabilitation of the home is expected to surpass 30% of the current value of the home.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low

d. Maximum award: $300,000 (which includes Emergency Repair assistance received while on the waitlist prior to December 14, 2021) for site built and modular homes, which includes $2,500~~1,500~~ for temporary relocation.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 20 years
4. Forgiveness: If the loan remains in good standing, forgiveness is prorated at 5% per year
5. Repayment: Not required if the loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs:
   - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
   - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
   - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
   - Homeowner fails to maintain homeowner's insurance and flood insurance, if in a 100-year flood plain.
   - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
     - purpose of preventing foreclosure;
     - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five ($75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
     - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

   If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).

- A recipient must be the owner occupant of a home in an unincorporated area of Leon County (unless administering Disaster Recovery) for at least a year prior to application and qualify for Homestead Property Tax Exemption; or if the property has not been owned for at least a year, the needed repair, improvement or modification must be related to a circumstance that could not

have reasonably been known prior to purchase of the property.

- A recipient must household qualify to meet the Special Needs set aside as established in Florida Statutes or have at least one-member age 55 years or older.
- A recipient must be current on all property taxes (including assessments), mortgages, debts, or other security instruments associated with the property that may bring threat of foreclosure, tax lien, default, clouded title or other loss of ownership.
- Prior to participation, a recipient will be required to make code related improvements that are not repair oriented (i.e. nuisance, trash, environmental or health codes). Such improvements must be made if there is an active code complaint.
- A recipient may not have total liquid assets (liquid assets include all assets that can be accessed without penalty) that exceed Thirty Thousand Dollars ($30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- Eligible units, including Mobile Homes, shall be replaced with either site-built; or block structures; or modular homes. Mobile homes may be replaced with another mobile home during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- A recipient must participate in a Leon County homeowner and SHIP program education workshop.
- Recipients who have homeowner's insurance in place may be required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.
- Homes older than 50 years may not be eligible if determined to be of historical significance.
- The property may not be encumbered by an existing mortgage to be eligible for Home Replacement.
- Homeowner must obtain and maintain homeowner's insurance.
- Homes in a 100-year flood plain must obtain and maintain sufficient flood insurance coverage. No part of a replacement home shall be built in a 100-year flood plain.
- The actual project quote may not exceed ninety percent (90%) of the value of the property or the maximum award.
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.
- No contractor may have more than five home replacement/rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.
- Except for Disaster Recovery, previous Home Replacement recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination.

E. Emergency Housing Repair & Housing Resilience	Code 6

a. Summary: SHIP Funds will be awarded to owner-occupied households in need of rehabilitation or repair of their home related to a dire situation that needs to be mitigated immediately. Eligible rehabilitation or repairs are:

- remediation of an immediate health hazard to the occupants;
- elimination of a developing threat to the dwelling or infrastructure; or
- improving the home's resilience to the impact of a future disaster.

SHIP funds may be awarded to applicants requiring emergency power generator installation if: 1. a member of the household meets the Special Needs set-aside criterion; and 2. a written statement from a healthcare provider indicating that electricity is a bona fide medical necessity.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low

d. Maximum award: $30,000

e. Terms:

1. Repayment loan/deferred loan/grant:
   - Projects funded for more than $1,650 will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
   - Projects funded for $1,650 or less will be awarded as a grant. As a result, the following terms (2-6) only apply to deferred loans.
2. Interest Rate: 0%
3. Years in loan term: Five (5) years
4. Forgiveness: If the loan remains in good standing, forgiveness is prorated at 20% per year
5. Repayment: Not required if the loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs:
   - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
   - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
   - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
   - Homeowner fails to maintain homeowner's insurance and flood insurance, if in a 100-year flood plain or required by a first mortgage lender to be covered by flood insurance.
   - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
     - purpose of preventing foreclosure;

- lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five ($75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
- for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).

- A recipient must be the owner occupant of a home in an unincorporated area of Leon County (unless administering Disaster Recovery) for at least a year prior to application and qualify for Homestead Property Tax Exemption; or if the property has not been owned for at least a year, the needed repair, improvement or modification must be related to a circumstance that could not have reasonably been known prior to purchase of the property.
- A recipient must be current on all property taxes (including assessments), mortgages, debts, or other security instruments associated with the property that may bring threat of foreclosure, tax lien, default, clouded title or other loss of ownership.
- Prior to participation, a recipient will be required to make code related improvements that are not repair oriented (i.e. nuisance, trash, environmental or health codes). Such improvements must be made if there is an active code complaint.
- A recipient may not have total liquid assets (liquid assets include all assets that can be accessed without penalty) that exceed Thirty Thousand Dollars ($30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- Eligible units shall be either site-built or block structures; or modular homes; or mobile homes (built after June 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office and the household must qualify as "Special Needs" in accordance with Section 420.0004 (13) Fla. Stat.
- Recipients who have homeowner's insurance in place may be required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.
- A recipient must review a Leon County homeowner and SHIP program education workshop.
- Homes older than 50 years may not be eligible if determined to be of historical significance.
- Homeowner must obtain and/or maintain homeowner's insurance.
- Homes in a 100-year flood plain or properties required by a first mortgage lender to be covered

by flood insurance must have and maintain sufficient flood insurance coverage.

- Combined loan-to-value, including the anticipated SHIP project quote, may not exceed one-hundred twenty percent (120%) of the value of the property. However, the loan-to-value limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- Properties with a reverse mortgage are not eligible. However, the reverse mortgage limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- The actual project quote may not exceed ninety percent (90%) of the value of the property or the maximum award.
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.
- Other than Disaster Recovery and Home Rehabilitation (only if Emergency Repairs were received while on the waitlist prior to December 14, 2021 and will be counted towards the maximum award if the applicant receives subsequent assistance), previous Emergency Housing Repair & Housing Resilience recipients are not eligible to receive additional SHIP assistance until five (5) years after lien origination.

F.	**Disaster Recovery**	Code 5, 16

a. Summary: The Disaster Strategy provides assistance to owner-occupied households following a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. SHIP funds may be used for activities such as, but not limited to the following:

1. purchase of emergency supplies for eligible households to weatherproof damaged homes;
2. rental assistance (including security deposit) for eligible recipients that have been displaced from their homes due to a disaster;
3. purchase assistance for eligible recipients that have been displaced from their homes due to a disaster;
4. temporary utility, mortgage and/or rent payments for citizens financially impacted by a declared disaster.

SHIP funds may also be used for Home Repair, Rehabilitation and Replacement activities that benefit homeowners in Leon County such as, but not limited to, the following:

1. post-disaster interim repairs to avoid further damage and to make the individual housing unit habitable, such as roof repair and tree and debris removal;
2. payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
3. elevation and/or rehabilitation or waterproofing of the structure or critical components to comply with local housing code and with Chapter 553, F.S.; and
4. post-disaster repair, rehabilitation, demolition and/or replacement for structural and non-structural damages.

If the maximum award herein is not sufficient to fully repair the structure, funds may be administered under the applicable Home Rehabilitation or Home Replacement Strategy established in this Plan.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $30,000

e. Terms:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
2. Interest Rate:
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants will be awarded assistance on a first-qualified, first-served however, Special Needs households, Very-Low and Low-income categories will be prioritized to meet SHIP requirements.

To benefit from Home Rehabilitation and Home Replacement activities, a recipient must be the owner occupant of a home. If the maximum award herein is not sufficient to fully repair the structure, a recipient household otherwise eligible for the Home Rehabilitation or Home Replacement strategies in this plan are not required to meet the Special Needs set aside or have at least one-member age 55 years or older.

g. Sponsor/Sub-recipient Selection Criteria: Sponsors used to implement this program must have received a tax-exempt ruling as a non-profit agency from the IRS under Section 501(c) of the Internal Revenue Code. The non-profit agency must have in its mission statement, Articles of Incorporation, or bylaws that it is dedicated to provision of these services. In reviewing proposals from potential sponsor, the County shall consider the following criteria:

- The financial strength of the sponsor;
- The ability of the sponsor to complete repairs efficiently and meet the deadlines established by the County, SHIP rule or statute;
- The capacity of the sponsor;
- The level of experience;
- Willingness to contractually commit to SHIP and other County requirements; and
- Agreement to select recipients based on compliance with all eligibility requirements imposed by the program.

Eligible sponsors may assist in screening applicants, determining what disaster-resilient measures are necessary, and assisting applicants, directly or through subcontractors with disaster-resilient measures including installation, repair and construction. The County shall announce the availability of funding for this strategy on its website and/or in the local newspaper.

h. Additional Information:

- Eligible units shall be either site-built or block structures; or modular homes; or mobile homes (built after June 1994).
- Recipients who have homeowner's insurance in place may be required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.
- Additional retrofitting activities that are eligible include, but are not limited to: waterproofing, elevating structures, elevating water heaters and heating/cooling units in flood prone areas; demolition; replacement; removal of trees and limbs which represent a hazard during high wind events; and other approved improvements.
- As established in the Interlocal agreement between the County and the City of Tallahassee, the County may, in its discretion, administer its Disaster Recovery Program in coordination with the City and, as a result, may align its program rules with the City for equitable administration.
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

G. Foreclosure Avoidance	Code 7

a.	Summary: SHIP Funds will be awarded to owner-occupant households to bring the existing first mortgage of their primary residences current to avoid foreclosure.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $7,500

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: Ten (10) years
4. Forgiveness: If the loan remains in good standing, assistance will be forgiven at the end of the loan term.
5. Repayment: Not required if the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
   - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
   - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
   - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by

a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

- Homeowner fails to maintain homeowner's insurance and flood insurance, if in a 100-year flood plain or required by a first mortgage lender to be covered by flood insurance.
- Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
  - purpose of preventing foreclosure;
  - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five ($75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
  - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.

- A recipient must be the owner occupant of a home in an unincorporated area of Leon County for at least a year prior to application and qualify for Homestead Property Tax Exemption; or if the property has not been owned for at least a year, the needed repair, improvement or modification must be related to a circumstance that could not have reasonably been known prior to purchase of the property.
- A recipient may not have a reverse mortgage and must be current on all property taxes (including assessments), or other obligations associated with the property that may bring threat of tax lien, default, clouded title or other loss of ownership.
- Prior to participation, a recipient will be required to make code related improvements that are not repair oriented (i.e. nuisance, trash, environmental or health codes). Such improvements must be made if there is an active code complaint.
- A recipient may not have total liquid assets (liquid assets include all assets that can be accessed without penalty) that exceed Thirty Thousand Dollars ($30,000).
- Applicant(s) must be at least two (2) months, but not more than six (6) months, in arrears in mortgage payments and have received notification in writing from their lender that proceeding to foreclosure is eminent. The maximum arrears for eligibility will be determined by the Lender's willingness to accept program maximum award to solve the client's issue via direct payment, modification, repayment plan, reinstatement, or any other viable solution acceptable to the client and Lender.
- Applicant(s) must have received in writing, from their lender, a denial of default resolution, forbearance, or payment arrangement.
- Applicant(s) must provide proof of sufficient income to maintain all mortgages and property taxes after foreclosure assistance is received. The ability to pay the affordable mortgage after receiving program assistance. Affordable means that monthly mortgage payments including taxes and

insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Section 420.9071 (19), (20) and (28), F.S.

- A hardship letter, as detailed in the Qualification Criteria must demonstrate the nonpayment of the mortgage is due to: sudden loss of income, sudden medical expenses, divorce or separation, death of spouse or joint-property owner, or unforeseen home repair bills.
- If approved to receive assistance, the applicant(s) must demonstrate:
    - Proof of completion in a credit counseling/budgeting course offered by an approved local provider.
    - Proof of residency in the unincorporated area of Leon County.
    - Assistance being sought is for the applicant(s) primary residence.
    - Applicant(s) must demonstrate proof of extraordinary hardship. Assistance will be provided where an extraordinary hardship exists and has been demonstrated through adequate documentation, resulting in the delinquency on the first mortgage. If the applicant(s) has a variable rate mortgage, the applicant(s) must agree and show proof of approval for a modified fixed rate mortgage. Examples of an extraordinary hardship include, but are not limited to:
        - Loss of employment, through no fault of the applicant; however, the applicant has secured new employment.
        - Substantial decrease in the household income, through no fault of the applicant(s).
        - Temporary or permanent disability that reduces income.
        - Changes in the household composition that reduces income.
        - Demonstrated medical hardship.
        - Weather events such as fire, hurricane, or other disaster, resulting in unforeseen home repair bills not covered by the Federal Emergency Management (FEMA).
        - Substantial increase of the mortgage payment due to participation in an adjustable-rate mortgage or "ramp up" mortgage.
        - Substantial increase in payment due to escrow shortages.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- Eligible units shall be either site-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office and the household must qualify as "Special Needs" in accordance with Section 420.0004 Fla. Stat.
- Homeowner must obtain and/or maintain homeowner's insurance.
- Homes in a 100-year flood plain or properties required by a first mortgage lender to be covered by flood insurance must have and maintain sufficient flood insurance coverage.
- Combined loan-to-value, including the anticipated SHIP lien, may not exceed one-hundred twenty percent (120%) of the value of the property. However, the loan-to-value limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- Properties with a reverse mortgage are not eligible.

- Except for Disaster Recovery, previous Foreclosure Avoidance recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination.

H. Rental Development & Rehabilitation	Code 14, 21

a. Summary: SHIP Funds will be awarded to developers that are awarded financing through other programs to build new or to rehabilitate affordable rental units (single family detached or multi).
In cases where a development is being proposed that includes at least 30% Special Needs units, the County may provide a larger amount of the overall construction financing.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low

d. Maximum award: $300,000
Single Family Maximum: $50,000 per unit – Non-homeless, $75,000 per unit – Special Needs & Homeless

Multi Family Maximum: $50,000 per unit, Up to $200,000 per multi-unit project maximum
($100,000 may be added to the project maximum if 30% of units are set aside for Special Needs households). However, Leon County may use SHIP funds to meet the minimum LGAOF requirement to support a 9% Low Income Housing Tax Credit application.

e. Terms:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30 years.
4. Forgiveness:
   a. For-profit developers: If the loan remains in good standing, assistance will be forgiven at the end of the loan term.
   b. Non-profit developers: Loan is forgiven on a prorated basis beginning in year ten until year 30 at 5% annually.
5. Repayment: Not required if the loan is in good standing.
6. Default: The loan will be due and payable before the end of the term only if the units are sold or are no longer occupied by income-eligible households or used to house eligible households or persons who are homeless (if homeless rental development). Units must remain affordable for at least 30 years.

If the property is foreclosed by a superior mortgage holder, the County will make every effort to recapture funds through the legal process if it is determined that adequate funds may be available after satisfaction of all superior liens.

In the event the sponsor ceases to use the property to house eligible households or persons who are homeless, does not maintain the property to meet minimum housing quality standards, or offers the property for sale prior to the end of the term of the loan, the sponsor must give a right of first refusal to the Community Land Trust then an eligible not-for-profit, for purchase at the current market value for continued occupancy by eligible persons.

f. Recipient/Tenant Selection Criteria: Applications from potential tenants will be reviewed for eligibility by the program sponsors and will be ranked for assistance based on a first-qualified, first-served basis with the priorities for eligible households or persons who are homeless (if homeless rental development), Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).

g. Sponsor Selection Criteria: Applications from potential sponsors will be reviewed on an ongoing basis if funding is available.

Sponsors/developers are required to be awarded construction financing through other local, state, federal, or private housing programs to construct new affordable rental units. This funding may be used as gap financing required for the project.

Not-for-profit sponsors used to implement this program must have received a tax-exempt ruling as a non-profit agency from the IRS under Section 501(c) of the Internal Revenue Code. The not-for-profit must have in its mission statement, Articles of incorporation, or bylaws that it is dedicated to the provision of housing and services for eligible households or persons who are homeless (if homeless rental development).

For-profit sponsors administering the program must have experience performing housing activities for eligible households or persons who are homeless (if homeless rental development).

Sponsors/developers seeking funding for the construction of multifamily rental developments are required to set aside a minimum of five percent 5% of units for individuals or families exiting homelessness.

The criteria to select for-profit or non-profit agencies may include, but is not limited to, the following:

- Consistency of the project with basic goals and objectives of the County;
- The financial strength of the sponsor, including the ability to leverage funds from other sources;
- The ability of the sponsor to complete the project by the deadlines established by the County;
- The capacity of the sponsor;
- The quantity and quality of experience in affordable housing development;
- Willingness of the sponsor to contractually commit to SHIP and other County requirements; and
- Agreement to select tenants based on compliance with all eligibility requirements imposed by the program;

- Preference shall be given to 1) Community Land Trusts and 2) not-for-profit entities; and
  - Sponsors with verified site control; and
  - Sponsors that employ personnel from the Welfare Transition Program.

h. Additional Information: Eligible units shall be either site-built or block structures; modular homes.

The County shall conduct annual monitoring visits or rely on the monitoring reports resulting from monitoring visits conducted as a requirement for other federal, state, or local funding sources to verify that the development is compliant with SHIP affordable housing rules, requirements and the terms herein.

To the maximum extent possible, the County and all contracted agencies shall encourage the incorporation of energy efficiency features, and green building and design techniques into rehabilitation or construction projects for sustainability and affordability.

All eligible units must be in Leon County. Any homes on the National Registry of Historic Places may not be eligible.

I. Housing Rental Assistance	Code 13,23,26

a. Summary: SHIP funds will be awarded for: (1) first and last month's rent, security and utility deposit assistance, moving costs and storage fees; and (2) past due rent and late fees not to exceed six months' rent to prevent eviction and (3) Rent Subsidies paying the monthly rent for up to 12 months. To be eligible for Rent Subsidies, the household receiving assistance must include at least one adult who is a person with special needs as defined in S. 420.0004 (13) or homeless as defined in S. 420.621 and be considered very-low income.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low and Low

d. Maximum award: $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants who are homeless or at risk of homelessness (i.e., seeking eviction prevention) will be referred to the local Continuum of Care Coordinated Entry system, as appropriate and be assisted on a first-qualified, first-served basis. Applicants with one or more special needs household members may apply directly to the Leon County Housing Division or may be referred by

a special needs service provider. If applications are received simultaneously, priority will be given to the household with the lowest income.

g. Sponsor Selection Criteria: Sponsors may be selected to administer the Rental Subsidies program. Criteria for selection of sponsor organization will include:

1. Past experience working with the target population;
2. Past experience administering similar rental assistance programs;
3. Financial and human resource capacity to administer the program;
4. Participation in the Continuum of Care Coordinated Entry system; and
5. Such other criteria as may be determined appropriate.

h. Additional Information:

- All eligible units must be in unincorporated Leon County.
- A twelve (12) month lease is required.
- Rent Subsidy is provided to households once in a lifetime.
- Reentry and Eviction Prevention recipients are eligible to receive additional SHIP assistance one (1) year after assistance is provided.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

The procedures used to implement this strategy are as follows:

Leon County expedites permitting of affordable housing projects by administrative direction, close coordination and teamwork. Specific processes that have been established include:

1) Using pre-permitting review to determine project status, identify and resolve potential legal problems that might preempt permitting, and otherwise expedite affordable housing.

2) Obtain assistance and cross-training from Building Inspection with the initial inspection of rehabilitation projects to ensure all code compliance issues are addressed in write-ups and permit applications. This expedites plan review and minimizes changes that delay permitting and project completion.

3) The Director of the Office of Human Services & Community Partnerships and the staff are the designated liaisons with the Affordable Housing Program and assists with the resolution of difficult permitting issues.

These processes will promote a reduction in building permitting time for affordable housing projects by 50% from the average of ten (10) days to an average of five (5) days.

B. **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The procedures used to implement this strategy:

By administrative direction, all Local Comprehensive Plan and Land Development Regulations (LDR) with the potential to impact the cost of affordable housing are referred to the Leon County Division of Housing Services. Any of these Plan or LDR amendments potentially affecting affordable housing costs can be brought up to a meeting of the Department of Development Support and Environmental Management, the Planning Department, and the Division of Housing Services for modification and transmittal to the Board of County Commissioners or other appropriate review or approval entities.

C. **Flexibility in Densities**
The allowance of flexibility in densities for affordable housing.

The procedures used to implement this strategy:

The Land Development Code (LDC) provides incentives for affordable housing regarding the required review level. For example, projects with 50% or more affordable housing units can have their review threshold increased by 50% thereby potentially allowing a lower review level leading to potentially lower permitting costs. [Section 10-7.402(4)(h) of the LDC]

D. **Modification of Impact Fee Requirements**
The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

The procedures used to implement this strategy:

The County eliminated its transportation impact fee in 1995; therefore, housing developers do not pay any county impact fees. The Public Works Department supports affordable housing by waiving landfill dumping (tipping) fees for disposal of construction debris by the County's affordable housing contractors.

E. **Allowance of Accessory Dwelling Units**
The allowance of affordable accessory residential units in residential zoning districts.

The procedures used to implement this strategy:

The LDC allows accessory dwelling units in conjunction with the following principal structures: single-family detached dwellings; retail establishments; offices; and principal industrial structures. [Section 10-6.803(b) of the LDC]

F. **Inventory of Public Lands Suitable for Affordable Housing**

The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

The procedures used to implement this strategy:

County staff prepares, and makes available to the public, a printable inventory of County-owned lands suitable for affordable housing.

IV. EXHIBITS:

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

F. Community Land Trust Additional Instructions and Information.

G. Interlocal Agreement, Leon County, Florida & the City of Tallahassee, Florida

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A (2023)

Leon County

Fiscal Year: 2023-2024		
Estimated SHIP Funds for Fiscal Year:	$	1,135,109.00
Salaries and Benefits	$	90,300.00
Office Supplies and Equipment	$	-
Travel Per diem Workshops, etc.	$	-
Advertising	$	-
Other*	$	-
Total	$	90,300.00
Admin %		7.96%
		OK
Fiscal Year 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	1,135,109.00
Salaries and Benefits	$	93,000.00
Office Supplies and Equipment	$	
Travel Per diem Workshops, etc.	$	
Advertising	$	
Other*	$	
Total	$	93,000.00
Admin %		8.19%
		OK
Fiscal Year 2025-2026		
Estimated SHIP Funds for Fiscal Year:	$	1,135,109.00
Salaries and Benefits	$	95,000.00
Office Supplies and Equipment	$	
Travel Per diem Workshops, etc.	$	
Advertising	$	
Other*	$	
Total	$	95,000.00
Admin %		8.37%
		OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

Exhibit B-

2023

Exhibit B
Timeline for SHIP Expenditures

Leon County affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

LHAP Exhibit C 2023

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2023-2024

Name of Local Government:	Leon
Estimated Funds (Anticipated allocation only):	$ 1,135,109

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
1	Purchase Assistance with Rehab	Yes	0	$25,000	1	$25,000	0	$20,000	$25,000.00	$0.00	$25,000.00	1
2	Purchase Assistance without Rehab	No	0	$10,000	5	$10,000	2	$7,500	$0.00	$65,000.00	$65,000.00	7
10	New Construction	Yes	0	$100,000	2	$100,000	0	$0	$200,000.00	$0.00	$200,000.00	2
3	Owner Occupied Rehabilitation	Yes	1	$100,000	1	$100,000	0	$0	$200,000.00	$0.00	$200,000.00	2
4	Demolition/Reconstruction	Yes	0	$300,000	1	$300,000	0	$0	$300,000.00	$0.00	$300,000.00	1
6	Emergency Repair	Yes	0	$30,000	0	$30,000	0	$0	$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes	0	$30,000	0	$30,000	0	$30,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	0	$7,500	0	$7,500	0	$7,500	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		10		2		$725,000.00	$65,000.00	$790,000.00	13
Purchase Price Limits:			New	$ 349,526	Existing	$ 349,526						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
14	Rehabilitation	Yes	0	$75,000	0	$75,000	0	0	$0.00	$0.00	$0.00	0
21	New Construction	Yes	2	$50,000	3	$50,000	0	0	$250,000.00	$0.00	$250,000.00	5
13	Rental Assistance (Tenant)	No	0	$10,000	0	$10,000	0	0	$0.00	$0.00	$0.00	0
23	Rental Assistance (Tenant)	No	0	$10,000	0	$10,000	0	0	$0.00	$0.00	$0.00	0
26	Rental Assistance (Tenant)	No	0	$10,000	0	$10,000	0	0	$0.00	$0.00	$0.00	0
16	Disaster Assistance	Yes	0	$30,000	0	$30,000	0	$30,000	$0.00	$0.00	$0.00	0
	Total Rental		2		3		0		$250,000.00	$0.00	$250,000.00	5
	Administration Fees		$ -		0%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 1,040,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		85.9%	OK
Homeownership % (65% requirement)		69.6%	OK
Rental Restriction (25%)		22.0%	OK
Very-Low Income (30% requirement)	$ 200,000	17.6%	OK
Low Income (30% requirement)	$ 675,000	59.5%	OK
Moderate Income	$ 15,000	1.3%	

LHAP Exhibit C 2023

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2024-2025

Name of Local Government: Leon

Estimated Funds (Anticipated allocation only): $ 1,135,109

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
1	Purchase Assistance with Rehab	Yes	0	$25,000	1	$25,000	0	$20,000	$25,000.00	$0.00	$25,000.00	1
2	Purchase Assistance without Rehab	No	0	$10,000	5	$10,000	2	$7,500	$0.00	$65,000.00	$65,000.00	7
10	New Construction	Yes	0	$100,000	2	$100,000	0	$0	$200,000.00	$0.00	$200,000.00	2
3	Owner Occupied Rehabilitation	Yes	1	$100,000	1	$100,000	0	$0	$200,000.00	$0.00	$200,000.00	2
4	Demolition/Reconstruction	Yes	0	$300,000	1	$300,000	0	$0	$300,000.00	$0.00	$300,000.00	1
6	Emergency Repair	Yes	0	$30,000	0	$30,000	0	$0	$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes	0	$30,000	0	$30,000	0	$30,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	0	$7,500	0	$7,500	0	$7,500	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		10		2		$725,000.00	$65,000.00	$790,000.00	13
	Purchase Price Limits:		New	$ 349,526	Existing	$ 349,526						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
14	Rehabilitation	Yes	0	$75,000	0	$75,000	0	0	$0.00	$0.00	$0.00	0
21	New Construction	Yes	2	$50,000	3	$50,000	0	0	$250,000.00	$0.00	$250,000.00	5
13	Rental Assistance (Tenant)	No	0	$10,000	0	$10,000	0	0	$0.00	$0.00	$0.00	0
23	Rental Assistance (Tenant)	No	0	$10,000	0	$10,000	0	0	$0.00	$0.00	$0.00	0
26	Rental Assistance (Tenant)	No	0	$10,000	0	$10,000	0	0	$0.00	$0.00	$0.00	0
16	Disaster Assistance	Yes	0	$30,000	0	$30,000	0	$30,000	$0.00	$0.00	$0.00	0
	Total Rental		2		3		0		$250,000.00	$0.00	$250,000.00	5
	Administration Fees		$ -		0%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 1,040,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		85.9%	OK
Homeownership % (65% requirement)		69.6%	OK
Rental Restriction (25%)		22.0%	OK
Very-Low Income (30% requirement)	$ 200,000	17.6%	OK
Low Income (30% requirement)	$ 675,000	59.5%	OK
Moderate Income	$ 15,000	1.3%	

LHAP Exhibit C 2023

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2025-2026

Name of Local Government:	Leon
Estimated Funds (Anticipated allocation only):	$ 1,135,109

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
1	Purchase Assistance with Rehab	Yes	0	$25,000	1	$25,000	0	$20,000	$25,000.00	$0.00	$25,000.00	1
2	Purchase Assistance without Rehab	No	0	$10,000	5	$10,000	2	$7,500	$0.00	$65,000.00	$65,000.00	7
10	New Construction	Yes	0	$100,000	2	$100,000	0	$0	$200,000.00	$0.00	$200,000.00	2
3	Owner Occupied Rehabilitation	Yes	1	$100,000	1	$100,000	0	$0	$200,000.00	$0.00	$200,000.00	2
4	Demolition/Reconstruction	Yes	0	$300,000	1	$300,000	0	$0	$300,000.00	$0.00	$300,000.00	1
6	Emergency Repair	Yes	0	$30,000	0	$30,000	0	$0	$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes	0	$30,000	0	$30,000	0	$30,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	0	$7,500	0	$7,500	0	$7,500	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		10		2		$725,000.00	$65,000.00	$790,000.00	13
Purchase Price Limits:			New	$ 349,526	Existing	$ 349,526						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
14	Rehabilitation	Yes	0	$75,000	0	$75,000	0	0	$0.00	$0.00	$0.00	0
21	New Construction	Yes	2	$50,000	3	$50,000	0	0	$250,000.00	$0.00	$250,000.00	5
13	Rental Assistance (Tenant)	No	0	$10,000	0	$10,000	0	0	$0.00	$0.00	$0.00	0
23	Rental Assistance (Tenant)	No	0	$10,000	0	$10,000	0	0	$0.00	$0.00	$0.00	0
26	Rental Assistance (Tenant)	No	0	$10,000	0	$10,000	0	0	$0.00	$0.00	$0.00	0
16	Disaster Assistance	Yes	0	$30,000	0	$30,000	0	$30,000	$0.00	$0.00	$0.00	0
	Total Rental		2		3		0		$250,000.00	$0.00	$250,000.00	5
	Administration Fees		$ -		0%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 1,040,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		85.9%	OK
Homeownership % (65% requirement)		69.6%	OK
Rental Restriction (25%)		22.0%	OK
Very-Low Income (30% requirement)	$ 200,000	17.6%	OK
Low Income (30% requirement)	$ 675,000	59.5%	OK
Moderate Income	$ 15,000	1.3%	

Exhibit D
67-37.005(1), F.A.C.
2023

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: The Leon County Board of County Commissioners

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

Exhibit D
67-37.005(1), F.A.C.
2023

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness

Chief Elected Official or designee

Witness

County Administrator
Type Name and Title

3/9/23
Date

OR

Attest:

STEPHANIE HOLLOWAY
MY COMMISSION # HH 009240
EXPIRES: July 27, 2024
Bonded Thru Notary Public Underwriters

(Seal)

EXHIBIT F
Community Land Trust Additional Instructions and Information

General Standards for Community Land Trusts

To qualify, homes must be purchased from a County-approved community land trust (CLT). The CLT will execute a 99-year ground lease with the homebuyer. A memorandum of that ground lease is recorded in the public records immediately following the deed. The terms of the ground lease restrict the resale of the property to an income eligible household and provide a right of repurchase to the CLT in the event of default. The CLT must approve the subsequent homebuyer. In the event of a default, the CLT must notify the County whether it intends to exercise its right of repurchase. In the event the CLT is not willing or able to exercise its right of repurchase, it shall transfer its right of repurchase to County, giving County the right, but not the obligation to purchase the property.

The assistance shall be treated as a development cost pay-down to further reduce the sales price to the homebuyer. The assistance amount shall be excluded from the Base Price and Formula Price as defined in the ground lease. The balance of the assistance must be included in the Purchase Option Price as defined in the ground lease to repay the funds to the County in the event of default.

Down Payment Assistance for Homes in a Community Land Trust

If the maximum subsidy was not provided to the first homebuyer, the County may provide additional assistance to a subsequent buyer to ensure that the property remains affordable, up to the amount of the maximum subsidy allowable at the time of subsequent purchase minus the original subsidy amount provided to the first homebuyer. Any additional SHIP investment will extend the original loan term. At the end of the loan term, the loan will be forgiven, and the lien released. However, the CLT ground lease will remain in effect and the requirements for residency, resale price, and subsequent buyer's income eligibility will continue. The CLT may request satisfaction of a loan and release of the lien during the term of the loan on behalf of a homeowner or seller, and under certain defined circumstances, with approval granted by the County on a case-by-case basis.

Sale of Community Land Trust Homes

When selling a CLT home, the seller must notify the CLT. The CLT will then enter into a purchase and sale agreement with the seller, that will get assigned to the subsequent homebuyer. The Purchase Option Price for the CLT will be calculated as follows:

Purchase Option Price = Formula Price + Payoff Amount of Deferred Payment Loans

The Formula Price is calculated using a Base Price calculated by subtracting the amount of all SHIP subsidies from the purchase price. For example:

Purchase Price:	$185,000
MINUS Assistance Provided (maximum):	- $55,000
EQUALS Base Price (sales price) for first buyer:	**$130,000**

Base price is the amount the buyer would need to finance (plus transaction costs) and is used to calculate the Formula Price in the ground lease.

Suppose the Formula (re-sale) Price in the ground lease is calculated by a 1% annual increase to the Base Price, compounded. Suppose the home is sold after 5 years. To calculate the Purchase Option Price (price that will go in the purchase and sale agreement between the CLT and the seller), first calculate the Formula Price:

Formula Price = Base Price x Compound Rate

Calculated as follows:

Year 1 = $130,100 x 1.01 = $131,300
Year 2 = $131,300 x 1.01 = $132,613
Year 3 = $131,613 x 1.01 = $133,939
Year 4 = $133,939 x 1.01 = $135,379
Year 5 = $135,379 x 1.01 = $136,631

Formula Price = $136,631

Purchase Option Price = $136,631 + $55,000 = $191,631

The price to the subsequent buyer equals the Purchase Option price minus the total of SHIP subsidies:

Purchase Option Price:	$191,631
Total Subsidy Assumed:	- $55,000
Sales price for subsequent buyer:	**$136,631** (New Base Price for Formula Price)

The new price should be affordable to the subsequent buyer without additional subsidy.

At the end of the loan term, the value of the Purchase Option Price will be equal to the Formula Price.

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INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into as of the date of last signature below ("Effective Date"), by and between Leon County, Florida, a charter county and a political subdivision of the State of Florida (the "County") and the City of Tallahassee, a municipal corporation of the State of Florida ("City"). The County and City may be referenced herein individually as a "Party" or collectively as "Parties".

WHEREAS, the County and City are dedicated to promoting, maintaining, and providing safe, sanitary, and affordable homes for low to moderate-income citizens of Leon County; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907 through 420.9079, Florida Statutes, provides for the establishment of local housing assistance programs; and

WHEREAS, the County is a participant of the SHIP and the City is an eligible municipality within the County; and

WHEREAS, the SHIP Act encourages the establishment of partnerships to further affordable housing; and

WHEREAS, the Parties desire to address the housing needs of their respective residents, promote the efficient location, design, and provision of affordable housing in their respective jurisdictions; and

WHEREAS, on February 22, 2022, at their joint workshop on affordable housing, the Parties expressed a mutual commitment to the coordination and collaboration of the development of new affordable housing units in the community; and

WHEREAS, the Parties have determined that it is in the best interests of the citizens of the County and City to enter into this Agreement to express the Parties' responsibilities for the utilization of a portion of the County's SHIP Program Funds to address housing needs within the boundaries of the City.

NOW THEREFORE, the Parties agree to the following:

1. Purpose and Objective

    a. The purpose of this Agreement is to establish the administration of County SHIP funded affordable housing efforts inside the limits of the City.

2. Definitions

    As used herein, the following terms (whether or not such terms are capitalized) shall have the following meanings:

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a. "Affordable" shall have the meaning ascribed to same at Section 420.9071(2), Florida Statutes, as may be amended from time to time.
b. "AHAC" shall have the meaning ascribed to the term "Affordable Housing Advisory Committee" at Section 420.9071(3), Florida Statutes, as may be amended from time to time.
c. "Corporation" means the Florida Housing Finance Corporation.
d. "Disaster Recovery Program" means a program authorized by section 420.9073(5), Florida Statutes, and Rule 67-37.007(2), Florida Administrative Code, both as may be amended from time to time, which provides various forms of assistance to citizens affected by a disaster, such as relocation assistance, home repairs and rehabilitation.
e. "Housing Program(s)" means a program(s) that increases the inventory of housing that is affordable to low income-eligible residents for affordable housing such as the County's current programs titled homeownership development and rental development.
f. "Local Housing Assistance Plan" shall have the meaning ascribed to same at Section 420.9071(15), Florida Statutes, as may be amended from time to time.
g. "SHIP Program Funds" means the funding provided by the SHIP program administered by the Florida Housing Finance Corporation, including funding for disaster recovery, as established in Chapter 67-37, Florida Administrative Code and the State of Florida annual budget.
h. "SHIP Program Income" shall have the meaning ascribed to "Program income" at Section 420.9071(26), Florida Statutes, as may be amended from time to time.

3. Responsibilities of the Parties

The responsibilities of the Parties for the coordination and collaboration of Housing Programs will be as follows:

a. Mutual Responsibilities
    i. Each respective Party shall be responsible for the administration and implementation of its SHIP Program Funds received from the Corporation for Housing Programs in accordance with the SHIP Act and Chapter 67-37, Florida Administrative Code, including the following:
        1. Each respective Party shall be responsible for all files, monitoring, annual reports, audits, release or satisfaction of liens, and all other requirements under the SHIP Act and Chapter 67-37, Florida Administrative Code.
        2. Each respective Party shall retain the maximum amounts allowable for administrative expenses from all funds related to the SHIP Program Funds, including, but not limited to, SHIP Program Income for each fiscal year.
        3. All SHIP Program Income shall be the property of the originating party as identified in funding agreements with the recipient of SHIP Program Funds.

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ii. The County and City shall mutually agree to the administrative criteria and requirements necessary to implement any portion of the County's Housing Programs utilized inside City limits including, but not limited to, total budget for each Housing Program, the maximum individual award for each Housing Program, eligibility criteria for the Housing Program participants, and advertising requirements for the availability of SHIP Program Funds no later than the start of the fiscal year (October 1).

iii. The County AHAC and City AHAC shall hold at least one joint meeting each calendar year for the purpose of identifying opportunities for greater collaboration and coordination of County and City policies and operations focused on increasing the stock of affordable housing in Tallahassee-Leon County.

iv. Each Party shall submit an individual Annual Report to the Corporation pursuant to Section 420.9075(10), Florida Statutes, and provide a copy thereof to the other Party.

b. County Responsibilities
   i. The County may, in its discretion, administer its Housing Programs using SHIP Program Funds within City limits.
   ii. The County may, in its discretion, administer its Disaster Recovery Program using SHIP Program Funds within City limits and in coordination with the City.
   iii. The County will ensure that all recipients of funds meet all eligibility requirements established by the SHIP program and administered by the Corporation and as authorized by the Board of County Commissioners in its Local Housing Assistance Plan.

c. City Responsibilities
   i. The City authorizes the County to administer its Housing Programs and Disaster Recovery Program using SHIP Program Funds within City limits.

   ii. The City and its AHAC shall have an Affordable Housing Incentive Plan which is established in the third section of its Local Housing Assistance Plan and agree that there shall be coordination, monitoring, and implementation of said Plan with the County and its AHAC.

4. <u>Changes in Responsibilities</u>

   a. Changes in the responsibilities of either Party will be mutually agreed upon by the Parties and will be incorporated by written amendments to this Agreement.

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5. Funding and Budgeting

    a. Nothing contained herein shall be deemed or otherwise construed to modify the distribution and allocation of SHIP Program Funds by the Corporation to the Parties, and such SHIP Program Funds shall continue to be allocated by the Corporation to each Party according to population pursuant to Sections 420.9072(4) and 420.9073, Florida Statutes, as may be amended.
    b. Prior to the start of each fiscal year (October 1), the County will determine, in its sole discretion, the County Housing Programs to be administered inside City limits.
    c. Prior to the start of each fiscal year (October 1), the County will determine, in its sole discretion, the amount of SHIP Program Funds to be administered inside City limits. The County is authorized, but not obligated to appropriate such funding, and any funding shall further be subject to the following limitations:
        i. Funding for projects that support the development of rental units inside City limits shall not exceed 20% of each annual amount of County SHIP Program Funds.
            1. Funding for projects that leverage City SHIP Program Funds shall be prioritized.
        ii. Funding for projects that support development of units for homeownership inside City limits shall not exceed 30% of each annual amount of County SHIP Program Funds.

6. Required Information

    a. Each Party agrees to provide the other Party with any and all information necessary to meet their respective obligations as identified herein.

7. Term

    a. The term of this Agreement (the "Term") will commence on the Effective Date and will be for a term of four (4) years.
    b. If either Party does not desire to renew this Agreement at the expiration of its Term, notice in writing must be given at least thirty (30) calendar days before expiration by such Party to the other Party informing it that the Agreement is not to be renewed; otherwise the Agreement shall be automatically renewed for another four (4) years. This requirement of 30-day notice will also apply to any subsequent renewals; otherwise, it shall be construed that the Agreement shall be automatically renewed for each subsequent four (4) year term.

8. Termination

    a. Either the City or the County may terminate this Agreement without cause by giving at least thirty (30) calendar days written notice to the other Party.

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b. The City's authorization for the expenditure of County SHIP Program Funds for Housing Program(s) within the City limits shall survive termination of this Agreement for all SHIP Program Funds which have been allocated by the County for such purpose prior to the date of termination.

9. Audits, Records and Records Retention

a. The Parties agree to establish and maintain its own respective books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds. The Parties further agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records will be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

10. 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 provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section.
b. The aggrieved Party shall give written notice to the other Party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."
c. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners.
d. If a dispute is not resolved by the foregoing step, within forty-five (45) 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 Mayor shall represent the City and the Chair shall represent the County. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be

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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 sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).
    i. Such arbitration shall be initiated by delivery, from one Party (the "Petitioner") to the other (the "Respondent"), of a written Arbitration Notice therefore containing a statement of the nature of the dispute involved. The Respondent, within ten (10) days following its receipt of such Arbitration Notice, shall deliver an answering statement to the Petitioner. 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 involved.
    ii. Within ten (10) days following the delivery of such Arbitration Notice, 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.
    iii. 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.

11. Choice of Law, Venue, and Severability

a. 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.

12. Amendment

a. This Agreement may be amended in writing from time to time by mutual consent of the Parties. All amendments to this Agreement will be in writing and fully executed by the Parties.

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13. Public Bodies.

a. 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 charter county and 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.

14. Notice

a. If written notice is required in this Agreement, such notice shall be given in writing and personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission, to the Party to whom such notice is directed, to the mailing address or regularly monitored electronic mail address of such Party representative as follows:

As to the County:

Office of Human Services and Community Partnerships
Housing Services Division
Attention: Housing Division Manager
615 Paul Russell Road
Tallahassee, FL 32301
Via email to: HSCP-HousingServices@leoncountyfl.gov
850-606-1900

As to the City:

Department of Housing and Community Resilience
Housing Division
Attention: Housing Division Manager
300 South Adams Street, B-27
Tallahassee, FL 32301
Via email to: housing@talgov.com
850-891-6566

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

Leon County, Florida

DocuSigned by:
Vincent S. Long
A8432971C740415...
Vincent S. Long, County Administrator
Date: 8/15/2022

City of Tallahassee, Florida

DocuSigned by:
Christian Doolin for Reese Goad, City M
E7EE0FF35839411...
Reese Goad, City Manager
Date: 8/11/2022

ATTESTED BY:

DocuSigned by:
Gwendolyn Marshall Knight
178D7F95C3774F4...
Gwendolyn Marshall Knight, Clerk of Court & Comptroller, Leon County, Florida

DS

DocuSigned by:
James O. Cooke IV
8B0AA4D03E354D4...
Jim Cooke, Treasurer-Clerk
City of Tallahassee

AS APPROVED TO LEGAL SUFFICIENCY:

Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

By: DocuSigned by:
Kyle Kemper
D501E6C2DB3940D...
Kyle L. Kemper, Assistant County Attorney

Cassandra Jackson, City Attorney
City of Tallahassee's Attorney's Office

By: DocuSigned by:
kristen McCrae for
3F03100DAF4B402...

Leon County
Board of County Commissioners

Notes for Agenda Item #20

Leon County Board of County Commissioners

Agenda Item #20

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: November 2023 Quarterly Economic Dashboard Report

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Artie White, Director, Department of P.L.A.C.E.
Lead Staff/ Project Team:	Keith Bowers, Director, Office of Economic Vitality (OEV) Dan Lucas, Business Intelligence Manager, OEV

Statement of Issue:

This item seeks Board acceptance of the November 2023 Quarterly Economic Dashboard Report, which analytically quantifies the economic health and growth of Leon County every quarter to evaluate local economic vitality.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option # 1: Accept the November 2023 Quarterly Economic Dashboard Report (Attachment #1).

Report and Discussion

Background:

Since February 2017, the Tallahassee-Leon County Office of Economic Vitality (OEV) has produced the *Quarterly Economic Dashboard* to give a consistent recurring snapshot of the local economy and to demonstrate the ongoing efforts to support economic vitality and provide a return on investment. The Dashboard is designed to appeal to local decision-makers and business leaders outside Leon County who may be considering company expansion or relocation. In addition to the *Quarterly Economic Dashboard*, in 2019, OEV began producing a monthly data release, *Data Driver,* which has City and County employment, unemployment, and other statistics. OEV also produces *Annual Economic Review*, a one-year and five-year retrospective of the indicators featured in the *Quarterly Economic Dashboard*. In 2020, the International City/County Management Association recognized the *Quarterly Economic Dashboard* with a Certificate of Achievement in Performance Management.

This item seeks Board acceptance of the November 2023 Quarterly Economic Dashboard Report, which analyzes the economic health and growth of Leon County every quarter to quantify local economic vitality.

Analysis:

OEV staff monitors key economic metrics and tracks current economic trends and conditions important to the local economy. The Data Center [www.OEVforBusiness.org/data-center] is the community's most comprehensive database of over 80 economic indicators, updated continuously to ensure visitors can retrieve the most accurate data. The Dashboard supplements the Data Center as a snapshot of the local economy by focusing on the 13 key and most commonly requested economic indicators in a consistent format that is easy to read and follow.

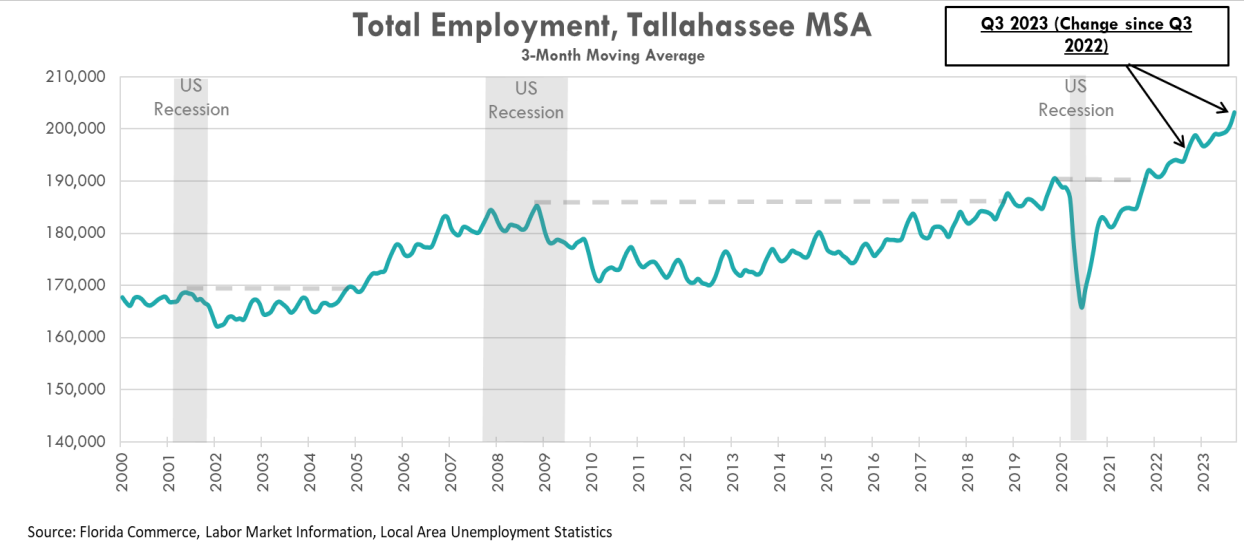
The most recent Dashboard has data from the third quarter (Q3, July-September) of 2023 (or the latest information available) for the 13 indicators (Attachment #1). The Dashboard metrics include:

- **Employment** levels for Q3 2023 were up 3.8% year-over-year to 203,133 in the Metropolitan Statistical Area (MSA): Gadsden, Jefferson, Leon, and Wakulla Counties (see Figure 1 below for additional details).
- The 3-month average **Unemployment Rate** in the MSA was 3.3% as of Q3 2023, up from 3.0% in Q3 2022.
- Q3 2023 **New Single-Family Construction Permits** were up 12.8% from Q3 2022. The Q3 2023 total was equal to the ten-year Q3 average of 150 new single-family construction permits during 2013-2022 in the County and City.
- The **Median Single-Family Home Sales Price** rose 7.1% (from $310,000 to $332,000) in the MSA from Q2 2022 to Q2 2023. Based on the most recent data (Q1 2023 to Q2 2023), the median single-family home sales price increased by 8.9%.

- **Tourist Development Tax Receipts** in Q2 2023 were up 16.3% from Q2 2022 and 67% higher than the ten-year Q2 average of $1.56M during 2013-2022.
- The **Average Weekly Wage** increased by $90 (9.3%) year-over-year to $1,057 in the MSA compared to Q1 2022, the highest year-over-year increase since Q4 2020.
- **Mortgage Foreclosures** in Leon County totaled 68 in Q3 2023, down from 73 in Q3 2022. Foreclosures in Q3 2023 were 40% lower than the 2013-2022 Q3 average of 114.
- The **Office Vacancy Rate** was 5.3% as of Q3 2023, down from 5.6% in Q3 2022.
- The **Industrial Vacancy Rate** was 1.8% in Q3 2023, up from 1.7% in Q2 2023, and has been under 3% every quarter since Q2 2018 and under 2% every quarter since Q4 2020.
- Average monthly MSA **Labor Force** was up 4.0% from Q3 2022. The increase of 4,911 (2.4%) in Q3 2023 from the prior quarter was the most significant quarter-to-quarter increase since the gain of 10,573 (5.9%) from Q2 to Q3 2020 (see Figure 2 below for additional details).
- **Taxable Sales** in the MSA totaled $1.63B in Q2 of 2023, 0.1% less than in Q2 of 2022, the first year-over-year decline since Q4 2020. Taxable sales in Q2 2023 were almost 20% higher than the Q2 average of $1.45B during 2018-2022.

Each quarter since Q2 of 2021 has had year-over-year employment gains. Figure 1 below shows the employment for the Tallahassee MSA with a three-month moving average (employment metric cited in *QED*), with Q3 2023 year-over-year change shown with arrows:

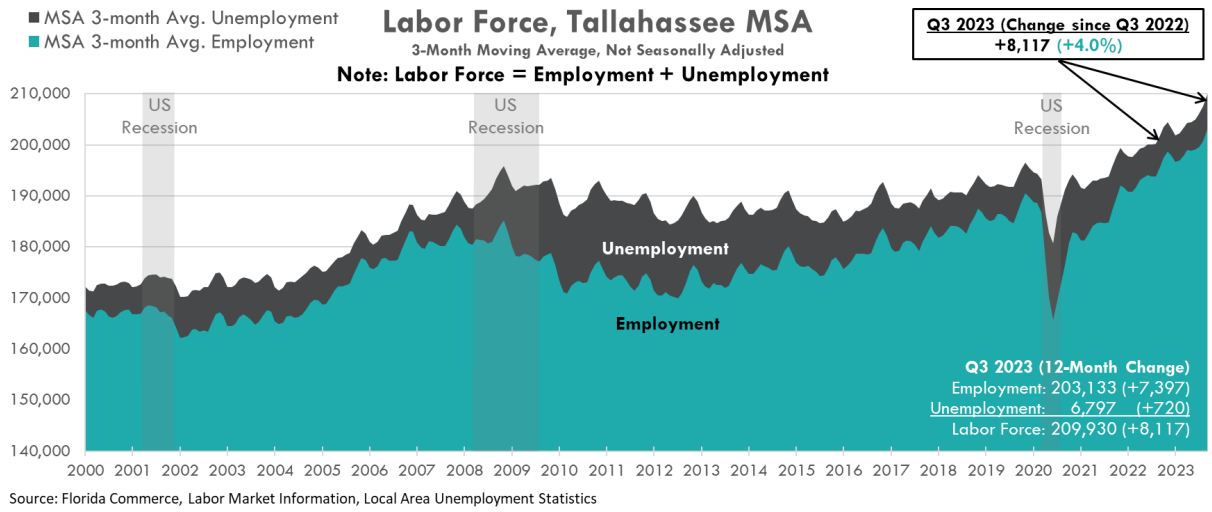
Figure 1: Total Employment, Tallahassee MSA



Source: Florida Commerce, Labor Market Information, Local Area Unemployment Statistics

Figure 2 shows the three-month moving average for the Labor Force. The labor force is the sum of the employed and unemployed seeking work. The 4.0% labor force gain of 8,117 year-over-year in Q3 2023 compared to Q3 2022 was the most since the 7.0% year-over-year increase of 12,659 in Q2 2021. The labor force seasonally fluctuates, typically at its highest in September and lowest in May.

Figure 2: Labor Force, Tallahassee MSA



Staff monitors and analyzes these and other indicators to support the further implementation of the adopted Economic Development Strategic Plan and to ensure that policymakers, business operators, and the public have the information they need to make informed business decisions.

Options:

1. Accept the November 2023 Quarterly Economic Dashboard Report (Attachment #1).
2. Board direction.

Recommendation:

Option #1

Attachment:

1. November 2023 Quarterly Economic Dashboard

November 2023

QED
Quarterly Economic Dashboard

OFFICE OF ECONOMIC VITALITY

Indicator* – Most Recent Quarter		Since Last Year	What Does This Mean?
EMPLOYMENT	203,133 (3rd qtr. 2023)	+3.8% Up 7,397 from Q3 2022	**Employment** was up 4,012 (2.0%) from Q2 2023, the largest quarter-to-quarter gain since the increase of 4,399 (2.3%) from Q3 to Q4 2021.
UNEMPLOYMENT CLAIMS	533 (3rd qtr. 2023)	+1.5% 8 more than in Q3 2022	MSA **Initial Claims for Unemployment Compensation** in Q3 2023 were up 6.2% from Q2 2023, and 76% less than the 10-year Q3 average of 2,253 during 2013-2022.
NEW SINGLE-FAMILY CONSTRUCTION PERMITS	150 (3rd qtr. 2023)	+12.8% 17 more than in Q3 2022	**Single-Family Construction Permits** in Leon Co. were down 31% from a total of 218 permits in Q2 2023, but equal to the 10-year Q3 average of 150 permits during 2013-2022.
MEDIAN SINGLE-FAMILY HOME SALES PRICE	$332,000 (2nd qtr. 2023)	+7.1% Up $22K from Q2 2022	**Median Sales Price** was up 8.9% from Q1 2023, has risen in 14 of the past 20 quarters in the MSA, and has been more than 20% lower than the statewide median sales price since Q3 2021.
TOURIST TAX RECEIPTS	$2.62 M (2nd qtr. 2022)	+16.3% Up $366K from Q2 2022	MSA **Tourist Development Tax Receipts** increased by 38.7% from Q1 2023 (receipts for Q2 were more than Q1 in 18 of the past 19 years). Receipts were 67% higher than the 10-year Q2 average of $1.56M during 2013-2022.
TALLAHASSEE PASSENGERS	214,900 (3rd qtr. 2023)	+5.0% 10,290 more than in Q3 2022	**TLH Passengers** in Q3 2023 were up 0.8% from Q2 2023, and 24% higher than the 10-year Q3 average of 173,009 during 2013-2022.
UNEMPLOYMENT RATE	3.3% (3rd qtr. 2023)	+0.3 pts. Up from 3.0% in Q3 2022	The MSA 3-month average **Unemployment Rate** was up 0.4 points from 2.9% in Q2 2023. The 3-month average Unemployment Rate has been under 4% since Q4 2021.
AVERAGE WEEKLY WAGE	$1,057 (1st qtr. 2023)	+9.3% $90 more than in Q1 2022	The MSA **Average Weekly Wage** year-over-year 9.3% rate of growth in Q1 2023 was the highest since the 10% surge of Q3 2021. The $90 increase year-over-year was the most since Q4 2020 ($117).
MORTGAGE FORECLOSURES	68 (3rd qtr. 2023)	-6.8% 5 fewer than in Q3 2022	**Mortgage Foreclosures** in Leon Co. were down by 12 from a total of 80 in Q2 2023. Foreclosures in Q3 2023 were 40% lower than the 10-year Q3 average of 114 during 2013-2022.
OFFICE VACANCY RATE	5.3% (3rd qtr. 2023)	-0.3 pts. Down from 5.6% in Q3 of 2022	**Office Vacancy** was down 0.2 points from 5.5% in Q2 2023, and has been under 6% since Q2 2022.
INDUSTRIAL VACANCY RATE	1.8% (3rd qtr. 2023)	+0.1 pts. Up from 1.7% in Q3 of 2022	**Industrial Vacancy** was unchanged from Q2 2023, has been under 3% every quarter since Q2 2018 and under 2% every quarter since Q4 2020.
LABOR FORCE	209,930 (3rd qtr. 2023)	+4.0% Up 8,117 from Q3 2022	MSA avg. monthly **Labor Force** was up 4,911 (2.4%) from Q2 2023, the largest quarter-to-quarter increase since the gain of 10,573 (5.9%) from Q2 to Q3 2020.
TAXABLE SALES	$1.63 B (2nd qtr. 2023)	-0.1% Down $2M from Q2 2022	MSA **Taxable Sales** in Q2 2023 had the first year-over-year decline since Q4 2020, but were up 1.4% from Q1 2023 and almost 12% higher than the Q2 average of $1.45 B during 2018-2022.

Note: Q1 = January-March; Q2 = April-June; Q3 = July-September; Q4 = October-December.

Sources: Florida Department of Economic Opportunity, Labor Market Information, Local Area Unemployment Statistics (LAUS); Bureau of Labor Statistics, Quarterly Census of Employment and Wages (QCEW); Florida Department of Economic Opportunity, Reemployment Assistance Data; Florida Legislature's Office of Economic and Demographic Research; Florida Department of Revenue, Office of Tax Research; City of Tallahassee Growth Management Department and Leon County Department of Development Support & Environmental Management; Leon County Clerk of Courts; Tallahassee Board of Realtors; Tallahassee International Airport; CoStar Property.

*Leading: May signal future changes; Lagging: May confirm pattern already in progress; Coincident: Occurs in real-time and clarifies condition of economy.

Put into Words…

- **Employment** was up 4,012 (2.0%) from Q2 2023, the highest quarter-to-quarter increase since the gain of 4,399 (2.3%) from Q3 to Q4 2021. Month-to-month employment levels have increased in 25 of the past 36 months, with an average change of 0.3% per month.
- **Initial Claims for Unemployment Compensation** in Q3 2023 were up 6.2% from Q2 2023 and 76% less than the 10-year Q3 average of 2,253 during 2013-2022.
- **New Single-Family Construction Permits** in Leon County were down 31% from Q2 2023, but equal to the 10-year Q3 average of 150 permits during 2013-2022. The City of Tallahassee accounted for 69% of Q3 2023 permits; unincorporated Leon County, 31%. Total permit value was $40.9 million, up 21% from the 10-year (2013-2022) Q3 average of $33.7 million, and up 2.6% from the 5-year (2018-2022) Q3 average of $39.7 million.
- The Q2 2023 **Median Single-Family Home Sales Price** of $332K for the Tallahassee metro area was up 8.9% from Q1 2023 and was 21% lower than the Q2 2023 statewide median sales price of $418K. The quarter-to-quarter median price for the Tallahassee metro area has increased in 14 of the past 20 quarters.
- **Tourist Development Tax Receipts** in Q2 2023 were up 38.7% from Q1 2023 and 67% higher than the 10-year Q2 average of $1.56M during 2013-2022.
- The volume of **TLH Passengers** increased 0.8% from Q2 2023 and was 24% higher than the 10-year Q3 average of 173,009 during 2013-2022.
- The 3-month average **Unemployment Rate** in Q3 2023 rose year-over-year for the first time since Q1 2021. The 3-month average Unemployment Rate has been under 4% since Q4 2021.
- The Tallahassee metro area **Average Weekly Wage** 9.3% year-over-year rate of growth in Q1 2023 was the highest since the 10% increase of Q3 2021. The $90 increase year-over-year was the most since Q4 2020 ($117). The Q1 2023 average weekly wage was 80% of the State's average ($1,329).
- Leon County **Mortgage Foreclosures** decreased by 12 from a total of 80 in Q2 2023. Foreclosures in Q3 2023 were 40% lower than the 10-year Q3 average of 114 during 2013-2022.
- The **Office Vacancy Rate** was down 0.2 points from 5.5% in Q2 2023 and has been under 6% since Q2 2022. The **Industrial Vacancy Rate** has been under 3% every quarter since Q2 2018 and under 2% every quarter since Q4 2020.
- The Tallahassee metro area average monthly **Labor Force** in Q3 2023 was up 4,911 (2.4%) from Q2 2023, the largest quarter-to-quarter gain since the increase of 10,573 (5.9%) from Q2 to Q3 2020. The labor force has increased in 39 of the past 60 months.
- **Taxable Sales** in Q2 2023 were up 1.4% from Q1 2023, down 0.1% from Q2 2022, and almost 20% higher than the Q2 average of $1.45 B during 2018-2022.

Leon County
Board of County Commissioners

Notes for Agenda Item #21

Leon County Board of County Commissioners

Agenda Item #21

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Appointment of Commissioners to the Canvassing Board

Review and Approval:	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
Department/ Division Review:	Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Nicki Paden, Assistant to the County Administrator Mary Smach, Agenda Coordinator

Statement of Issue:

This item requests the Board's appointment of one Commissioner to serve as a member of the Canvassing Board as a replacement for the Board Chair who is in ineligible to serve this year, and the Board's appointment of a Commissioner to serve as a Substitute Member for the Canvassing Board. Pursuant to Florida Statutes, this item also recommends that the Chair appoint a Commissioner to serve as an Alternate Member for occasions when the when the Sitting Member is temporarily unable to participate in a Canvassing Board meeting.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Provided on the following page.

Staff Recommendation:

Option #1: Full Board to appoint one Commissioner as a replacement for the Chair on the Canvassing Board, for a one-year term. The eligible Commissioners are Nick Maddox, Rick Minor, David O'Keefe, Bill Proctor, and Christian Caban.

Option #2: Full Board to appoint one Commissioner as the Substitute Member for the Canvassing Board for a two-year term ending December 31, 2025. The eligible Commissioners are Nick Maddox, Rick Minor, David O'Keefe, Bill Proctor, and Christian Caban.

Option #3: Chair to appoint one Commissioner as the Alternate member for the Canvassing Board for a two-year term ending December 31, 2025. The eligible Commissioners are Nick Maddox, Rick Minor, David O'Keefe, Bill Proctor, and Christian Caban.

[The Board Chair will appoint an eligible Commissioner to serve as the Alternate Member for the Canvassing Board once the Board selects the replacement for the Chair (Sitting Member) and the Substitute Member.]

Report and Discussion

Background:

Pursuant to Section 102.141, Florida Statutes, and Leon County Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities", this item seeks the Board's appointment of one Commissioner to serve as a member of the Canvassing Board as a replacement for the Chair of the Board of County Commissioners (BOCC) who is in ineligible to serve this year, and the Board's appointment of a Commissioner to serve as a Substitute Member for the Canvassing Board. This item also recommends that the Chair appoint a Commissioner to serve as an Alternate Member for occasions when the when the Sitting Member is temporarily unable to participate in a Canvassing Board meeting.

The Supervisor of Elections Office has tentatively scheduled a Canvassing Board orientation meeting to adopt a meeting calendar and set board policy and procedures, for Tuesday, January 16, 2024 at 3:00 p.m. The activities and responsibilities of the Canvassing Board members are outlined on the Supervisor of Elections website. The election dates for 2024 are:

- Presidential Preference Primary Election: March 19
- Primary Election: August 20
- General Election: November 5

In the month before each election, the Canvassing Board meets several times each week to accept and review Vote-by-Mail ballots. These meetings typically take less than an hour each. On Election Day itself, the Board meets several times throughout the day and typically finishes around midnight. The Board will then meet several times during the week after Election Day to review provisional ballots, conduct recounts if triggered, release results, and conduct other business. This same cycle of activity is repeated for the March Presidential Preference Primary, the August Primary, and the November General Election. A draft of the full calendar will be available by the Canvassing Board's orientation meeting in January 2024. For those who have served before, it is expected that the overall experience in 2024 will be largely the same as prior election cycles.

Analysis:

The Canvassing Board duties and responsibilities include canvassing absentee votes, early voting ballots, write-in votes; canvassing returns from the polls and provisional ballots; submitting preliminary returns and unofficial count; machine recount; manual recount; certifying returns; audit of voting system; and contest of election. Several recent changes to the canvassing process that will expand the time commitment for Canvassing Board members include a new requirement that observers must be able to see the actual marking of duplicate vote-by-mail ballots, new procedures for observers to object to duplicate ballots, and a requirement that each party and candidate may have one "watcher" who must be able to view ballots being examined for signature matching or other processes during Canvassing Board meetings. The Office of the Supervisor of Elections has provided a preliminary summary of the time commitment required of Canvassing Board members in the upcoming election cycle (Attachment #1).

The composition of the Canvassing Board is governed by Section 102.141(1), Florida Statutes (Attachment #2). Membership of the Canvassing Board consists of three members as follows:

- a County Court Judge (who serves as Chair of the Canvassing Board);
- the Supervisor of Elections; and
- the BOCC Chair or, if the BOCC Chair is disqualified or unable to serve, another BOCC Commissioner (Sitting Member).

Sitting Member of the Canvassing Board
As noted above, the BOCC Chair is statutorily designated to serve on the Canvassing Board. If the BOCC Chair is unable to serve or is disqualified, the BOCC Board is required to appoint another Commissioner based on certain statutory criteria (Criteria). Namely, the Sitting Member must:

- be able to serve,
- cannot be a candidate with opposition in the election being canvassed, and
- cannot be an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed.

Division of Elections Opinion DE 09-07 (October 15, 2009) provides that the following activities by a member of a canvassing board constitute being an "active participant" in the campaign or candidacy of any candidate who has opposition in the election being canvassed:

- Being a member of an election or re-election committee for a candidate;
- Public endorsement with or without financial support of a candidate;
- Holding campaign signs, wearing a campaign t-shirt, or other public display of support for a candidate;
- Signing an endorsement card for a candidate;
- Attending a fundraiser for a candidate; or
- Chairing or co-chairing an ongoing election campaign or fundraiser for the candidate.

Broadly stated, an "active participant" in a campaign "is one who undertakes an action intentionally to demonstrate or generate public support" for a candidate. However, a commissioner who only contributes to a candidate's campaign is not considered to be an "active participant" in the campaign and, accordingly, would not be considered disqualified from serving on a canvassing board. *See* Division of Elections Opinion 08-10 (September 28, 2008). Ultimately, a commissioner must decide, based on personal knowledge of the facts and circumstances, whether or not the commissioner is disqualified from service on the canvassing board. *See* Division of Elections Opinion DE 15-03 (October 26, 2015).

Chair Cummings is a candidate with opposition in the election being canvassed and, therefore, is disqualified from serving as a Canvassing Board member. Accordingly, another Commissioner who is eligible and able to serve must be selected by the BOCC as the Sitting Member.

Commissioner Welch is disqualified from serving as the Sitting Member as he is a candidate with opposition in the upcoming election and does not meet the criteria. Commissioners Maddox, Minor, O'Keefe, and Proctor are not candidates this election cycle and may be eligible to serve, provided that they are not active participants in the campaign or candidacy of any candidates with opposition in the upcoming election. As of the writing of this agenda item, Commissioner Caban is anticipated to file for reelection and currently does not face opposition for the upcoming election. Should another candidate file for the District 2 seat, Commissioner Caban would be disqualified from serving on the Canvassing Board. At this time, Commissioner Caban may be eligible to serve as the Sitting Member provided that he is not an active participant in the campaign or candidacy of any candidates with opposition in the upcoming election.

Accordingly, the Commissioners currently eligible to serve the 1-year term as the Sitting Member are Nick Maddox, Rick Minor, David O'Keefe, Bill Proctor, and Christian Caban.

Substitute Member of the Canvassing Board
In addition, to address the possibility of the Sitting Member becoming permanently unable or disqualified from serving on the Canvassing Board, Section 102.141(1)(c), Florida Statutes, affords the BOCC the opportunity to appoint another Commissioner to serve as a substitute member on the Canvassing Board (Substitute Member). The Substitute Member cannot be 1) a candidate with opposition in the election being canvassed, or 2) an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed. Additionally, pursuant to Policy No. 11-2, the Substitute Member will serve a two-year term through December 2025.

Accordingly, at this time, the Commissioners currently eligible to serve as the Substitute Member for the 2-year term are Nick Maddox, Rick Minor, David O'Keefe, Bill Proctor, and Christian Caban. If the BOCC elects not to appoint a Substitute Member and a vacancy occurs, Section 102.141(1)(d), Florida Statutes, authorizes the Chief Judge of the Second Judicial Circuit to fill the vacancy by appointing a qualified elector of the County who is not: 1) a candidate with opposition in the election being canvassed, or 2) an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed.

Alternate Member of the Canvassing Board
There may be occasions when the Sitting Member is temporarily unable to participate in a Canvassing Board meeting. To address such instances, pursuant to Section 102.141(1)(e)2., Florida Statutes, the BOCC Chair shall appoint a Commissioner to serve on the Canvassing Board on a temporary basis (Alternate Member). While the BOCC Chair is required to make this appointment if/when the Sitting Member is temporarily unavailable to serve, this item recommends that the Chair make the appointment of an Alternate Member at this time to allow for the Alternate Member to attend the Canvassing Board Orientation Workshop taking place in January 2024 (as detailed in Attachment #1). If each member of the BOCC is unable to serve or is disqualified, the BOCC Chair must appoint a qualified elector of the County who is not: 1) a candidate with opposition in the election being canvassed, or 2) an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed. Pursuant to Policy No. 11-2, the Alternate Member will serve a two-year term through December 2025.

If the Chair elects not to appoint the Alternate Member at this time or a vacancy subsequently occurs, Section 102.141(1)(d), Florida Statutes, authorizes the Chief Judge of the Second Judicial Circuit to fill the vacancy by appointing a qualified elector of the County who is not: 1) a candidate with opposition in the election being canvassed, or 2) an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed.

Options:

1. Full Board to appoint one Commissioner as a replacement for the Chair on the Canvassing Board, for a one-year term. The eligible Commissioners are Nick Maddox, Rick Minor, David O'Keefe, Bill Proctor, and Christian Caban.
2. Full Board to appoint one Commissioner as the Substitute member for the Canvassing Board for a two-year term ending December 31, 2025. The eligible Commissioners are Nick Maddox, Rick Minor, David O'Keefe, Bill Proctor, and Christian Caban.
3. Chair to appoint one Commissioner as the Alternate member for the Canvassing Board for a two-year term ending December 31, 2025. The eligible Commissioners are Nick Maddox, Rick Minor, David O'Keefe, Bill Proctor, and Christian Caban.

   [The Board Chair will appoint an eligible Commissioner to serve as the Alternate Member for the Canvassing Board once the Board selects the replacement for the Chair (Sitting Member) and the Substitute Member.]
4. Board direction.

Recommendation:

Options #1, #2, and #3

Attachments:

1. Email from Office of the Supervisor of Elections Summarizing Anticipated Canvassing Board Member Time Commitment, dated October 9, 2023
2. Section 102.141, Florida Statutes

From:	Alex Mosca
To:	Carolyn Cummings; Bill Proctor; Christian Caban; Rick Minor; Brian Welch; David O"Keefe; Nick Maddox
Cc:	Chasity OSteen; Nicki Paden; Vince Long; Alan Rosenzweig; Sinclair Yoshikawa; Chauncy Haynes; Rayshell Holmes; Allie Richards; Jodi Wilkof; Kyle Frost; Gary Zirin; Mark Earley; Christopher Moore
Subject:	Leon County Canvassing Board Status Update for 2024 Election Cycle
Date:	Monday, October 9, 2023 10:18:07 AM

To the Leon County Board of County Commissioners:
I hope this message finds you well. I wanted to take a few minutes to introduce myself to you all. My name is Alex Mosca and I serve as the Public Information Specialist and Canvassing Board Laision at the Elections Office. To that end, I wanted to take this opportunity to provide you with key information about the 2024 Election Cycle with regards to your responsibilities as potential members of the Canvassing Board. Although it seems like we only just finished with an election, the 2024 election cycle is already bearing down upon us. In fact, the Presidential Preference Primary is less than five months away!

What is the Canvassing Board?

The Canvassing Board is a group of local elected officials who oversee important parts of the election. If you are serving on the Canvassing Board, you will play a key part in the administration of the election. The Canvassing Board is its own governing body. It is separate from either the Supervisor of Elections Office or the Board of County Commissioners. The Leon County Supervisor of Elections Office supplies administrative and clerical support to the Canvassing Board.

Canvassing Board Membership and Eligibility

Section 102.141, Florida Statutes defines the membership of county canvassing boards. Normally the board is composted of the following officials:

- The Chair of the Board of County Commissioners
- A County Judge (selected by the Chief Judge of the judicial circuit)
- The Supervisor of Elections

Alternate Members

In addition to its sitting members, the Board must include at least two alternate members, who can fill-in when the regular members are unavailable.

- A member of the Board of County Commissioners (selected by the Chair of the Board of County Commissioners)
- A County Judge (selected by the Chief Judge of the judicial circuit)

Note that SB 7050, now Chapter Law 2023-120, Laws of Florida, modified S. 102.141, F.S., to allow for the appointment of additional alternate canvassing board members. Previously statute required the appointment of *two alternates*, but it now reads that there must be *at least two alternates*.

Ineligibility and Substitute Members

If a member of the Board is ineligible to serve, a substitute member permanently fills the role for the remainder of the election cycle. Persons are ineligible to serve if they are a candidate who has opposition in the election being canvassed or they are an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed. The designation of substitute members is complicated and depends on the specific position being filled, so I have attached a flowchart which illustrates the process. Note that if the Supervisor of Elections is

ineligible, they serve the Board in an advisory capacity.

Responsibilities

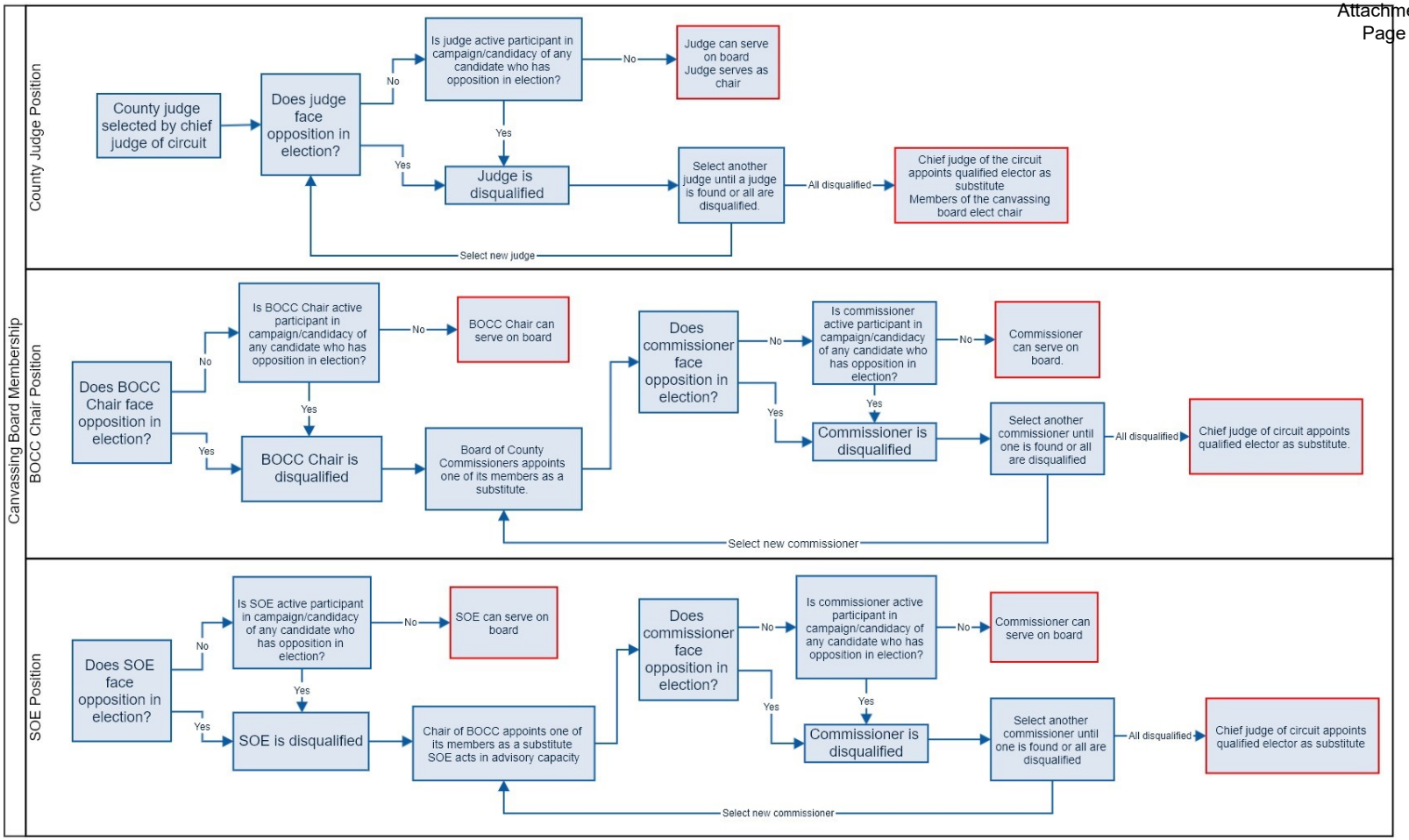
In the month before each election, the Board meets several times each week to accept and review Vote-by-Mail ballots. These meetings typically take less than an hour each. On Election Day itself, the Board meets several times throughout the day, and typically finishes around midnight. The Board will then meet several times during the week after Election Day to review provisional ballots, conduct recounts if triggered, release results, and conduct other business. This same cycle of activity is repeated for the March Presidential Preference Primary, the August Primary, and the November General Election. A draft of the full calendar will be available by the Board's orientation meeting. For those of you who have served before, I expect that the overall experience in 2024 will be largely the same as prior election cycles.

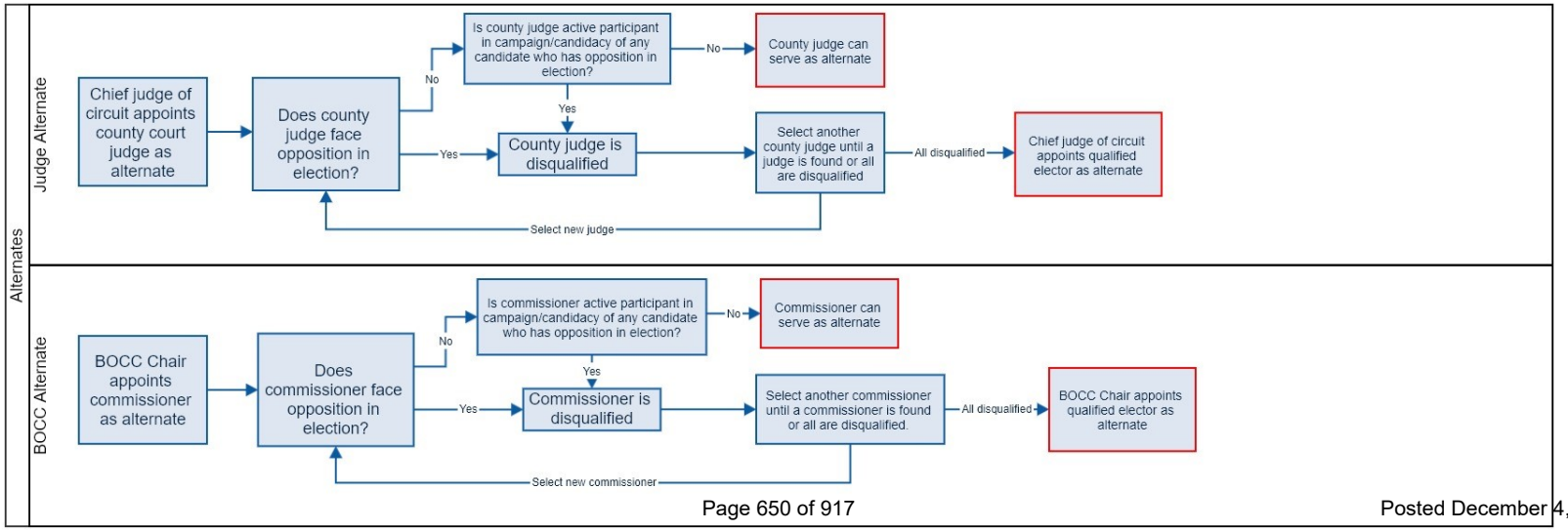
Orientation Meeting for 2024

As with past election cycles, we plan on holding a Board orientation meeting at the beginning of the election cycle. At this meeting, the Board adopts the meeting calendar for the rest of the year, as well as sets board policy and procedures for staff. **We have tentatively scheduled this meeting for Tuesday, January 16 at 3 p.m.** This will provide us with enough time before the start of activities for the Presidential Preference Primary Election to implement the policies established by the Board. Please let me know if you have any questions or concerns regarding anything related to canvassing and I will be more than happy to assist.

I look forward to working with you throughout the 2024 Election Cycle in service to the voters of Leon County.

Alex Mosca – Public Information Specialist
Leon County Supervisor of Elections
Alex.Mosca@LeonVotes.gov
850-606-VOTE (8683) - LeonVotes.gov


Canvassing Board Membership
County Judge Position
County judge selected by chief judge of circuit
Does judge face opposition in election?
No
Is judge active participant in campaign/candidacy of any candidate who has opposition in election?
No
Judge can serve on board
Judge serves as chair
Yes
Yes
Judge is disqualified
Select another judge until a judge is found or all are disqualified.
All disqualified
Chief judge of the circuit appoints qualified elector as substitute
Members of the canvassing board elect chair
Select new judge
BOCC Chair Position
Does BOCC Chair face opposition in election?
No
Is BOCC Chair active participant in campaign/candidacy of any candidate who has opposition in election?
No
BOCC Chair can serve on board
Yes
Yes
BOCC Chair is disqualified
Board of County Commissioners appoints one of its members as a substitute.
Does commissioner face opposition in election?
No
Is commissioner active participant in campaign/candidacy of any candidate who has opposition in election?
No
Commissioner can serve on board.
Yes
Yes
Commissioner is disqualified
Select another commissioner until one is found or all are disqualified
All disqualified
Chief judge of circuit appoints qualified elector as substitute.
Select new commissioner
SOE Position
Does SOE face opposition in election?
No
Is SOE active participant in campaign/candidacy of any candidate who has opposition in election?
No
SOE can serve on board
Yes
Yes
SOE is disqualified
Chair of BOCC appoints one of its members as a substitute
SOE acts in advisory capacity
Does commissioner face opposition in election?
No
Is commissioner active participant in campaign/candidacy of any candidate who has opposition in election?
No
Commissioner can serve on board
Yes
Yes
Commissioner is disqualified
Select another commissioner until one is found or all are disqualified
All disqualified
Chief judge of circuit appoints qualified elector as substitute
Select new commissioner


Alternates
Judge Alternate
Chief judge of circuit appoints county court judge as alternate
Does county judge face opposition in election?
No
Is county judge active participant in campaign/candidacy of any candidate who has opposition in election?
No
County judge can serve as alternate
Yes
Yes
County judge is disqualified
Select another county judge until a judge is found or all are disqualified
All disqualified
Chief judge of circuit appoints qualified elector as alternate
Select new judge
BOCC Alternate
BOCC Chair appoints commissioner as alternate
Does commissioner face opposition in election?
No
Is commissioner active participant in campaign/candidacy of any candidate who has opposition in election?
No
Commissioner can serve as alternate
Yes
Yes
Commissioner is disqualified
Select another commissioner until a commissioner is found or all are disqualified.
All disqualified
BOCC Chair appoints qualified elector as alternate
Select new commissioner

Select Year: 2023 Go

The 2023 Florida Statutes

Title IX ELECTORS AND ELECTIONS | Chapter 102 CONDUCTING ELECTIONS AND ASCERTAINING THE RESULTS | View Entire Chapter

102.141 County canvassing board; duties.—

(1) The county canvassing board shall be composed of the supervisor of elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners. The names of the canvassing board members must be published on the supervisor's website upon completion of the logic and accuracy test. At least two alternate canvassing board members must be appointed pursuant to paragraph (e). In the event any member of the county canvassing board is unable to serve, is a candidate who has opposition in the election being canvassed, or is an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed, such member shall be replaced as follows:

(a) If a county court judge is unable to serve or if all are disqualified, the chief judge of the judicial circuit in which the county is located must appoint as a substitute member a qualified elector of the county who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. In such event, the members of the county canvassing board shall meet and elect a chair.

(b) If the supervisor of elections is unable to serve or is disqualified, the chair of the board of county commissioners must appoint as a substitute member a member of the board of county commissioners who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. The supervisor, however, shall act in an advisory capacity to the canvassing board.

(c) If the chair of the board of county commissioners is unable to serve or is disqualified, the board of county commissioners must appoint as a substitute member one of its members who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed.

(d) If a substitute member or alternate member cannot be appointed as provided elsewhere in this subsection, or in the event of a vacancy in such office, the chief judge of the judicial circuit in which the county is located must appoint as a substitute member or alternate member a qualified elector of the county who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed.

(e)1. The chief judge of the judicial circuit in which the county is located shall appoint a county court judge as an alternate member of the county canvassing board or, if each county court judge is unable to serve or is disqualified, shall appoint an alternate member who is qualified to serve as a substitute member under paragraph (a). Any alternate may serve in any seat.

2. The chair of the board of county commissioners shall appoint a member of the board of county commissioners as an alternate member of the county canvassing board or, if each member of the board of county commissioners is unable to serve or is disqualified, shall appoint an alternate member who is qualified to serve as a substitute member under paragraph (d).

3. If a member of the county canvassing board is unable to participate in a meeting of the board, the chair of the county canvassing board or his or her designee must designate which alternate member will serve as a member

of the board in the place of the member who is unable to participate at that meeting.

4. If not serving as one of the three members of the county canvassing board, an alternate member may be present, observe, and communicate with the three members constituting the county canvassing board, but may not vote in the board's decisions or determinations.

(2)(a) The county canvassing board shall meet in a building accessible to the public in the county where the election occurred at a time and place to be designated by the supervisor to publicly canvass the absent electors' ballots as provided for in s. 101.68 and provisional ballots as provided by ss. 101.048, 101.049, and 101.6925. During each meeting of the county canvassing board, each political party and each candidate may have one watcher able to view directly or on a display screen ballots being examined for signature matching and other processes. Provisional ballots cast pursuant to s. 101.049 shall be canvassed in a manner that votes for candidates and issues on those ballots can be segregated from other votes. As soon as the absent electors' ballots and the provisional ballots are canvassed, the board shall proceed to publicly canvass the vote given each candidate, nominee, constitutional amendment, or other measure submitted to the electorate of the county, as shown by the returns then on file in the office of the supervisor.

(b) Public notice of the canvassing board members, alternates, time, and place at which the county canvassing board shall meet to canvass the absent electors' ballots and provisional ballots must be given at least 48 hours prior thereto by publication on the county's website as provided in s. 50.0311, on the supervisor's website, or in one or more newspapers of general circulation in the county. If the applicable website becomes unavailable or there is no newspaper of general circulation in the county, the notice must be posted in at least four conspicuous places in the county. The time given in the notice as to the convening of the meeting of the county canvassing board must be specific and may not be a time period during which the board may meet.

(c) If the county canvassing board suspends or recesses a meeting publicly noticed pursuant to paragraph (b) for a period lasting more than 60 minutes, the board must post on the supervisor's website the anticipated time at which the board expects to reconvene. If the county canvassing board does not reconvene at the specified time, the board must provide at least 2 hours' notice, which must be posted on the supervisor's website, before reconvening.

(d) During any meeting of the county canvassing board, a physical notice must be placed in a conspicuous area near the public entrance to the building in which the meeting is taking place. The physical notice must include the names of the individuals officially serving as the county canvassing board, the names of any alternate members, the time of the meeting, and a brief statement as to the anticipated activities of the county canvassing board.

(3) The canvass, except the canvass of absent electors' returns and the canvass of provisional ballots, shall be made from the returns and certificates of the inspectors as signed and filed by them with the supervisor, and the county canvassing board shall not change the number of votes cast for a candidate, nominee, constitutional amendment, or other measure submitted to the electorate of the county, respectively, in any polling place, as shown by the returns. All returns shall be made to the board on or before 2 a.m. of the day following any primary, general, or other election. If the returns from any precinct are missing, if there are any omissions on the returns from any precinct, or if there is an obvious error on any such returns, the canvassing board shall order a retabulation of the returns from such precinct. Before canvassing such returns, the canvassing board shall examine the tabulation of the ballots cast in such precinct and determine whether the returns correctly reflect the votes cast. If there is a discrepancy between the returns and the tabulation of the ballots cast, the tabulation of the ballots cast shall be presumed correct and such votes shall be canvassed accordingly.

(4)(a) The supervisor of elections shall upload into the county's election management system by 7 p.m. on the day before the election the results of all early voting and vote-by-mail ballots that have been canvassed and tabulated by the end of the early voting period. Pursuant to ss. 101.5614(8), 101.657, and 101.68(2), the tabulation of votes cast or the results of such uploads may not be made public before the close of the polls on election day.

(b) The canvassing board shall report all early voting and all tabulated vote-by-mail results to the Department of State within 30 minutes after the polls close. Thereafter, the canvassing board shall report, with the exception of provisional ballot results, updated precinct election results to the department at least every 45 minutes until all results are completely reported. The supervisor of elections shall notify the department immediately of any

circumstances that do not permit periodic updates as required. Results shall be submitted in a format prescribed by the department.

(5) The canvassing board shall submit on forms or in formats provided by the division unofficial returns to the Department of State for each federal, statewide, state, or multicounty office or ballot measure no later than noon on the third day after any primary election and no later than noon on the fourth day after any general or other election. Such returns shall include the canvass of all ballots as required by subsection (2).

(6) If the county canvassing board determines that the unofficial returns may contain a counting error in which the vote tabulation system failed to count votes that were properly marked in accordance with the instructions on the ballot, the county canvassing board shall:

(a) Correct the error and retabulate the affected ballots with the vote tabulation system; or

(b) Request that the Department of State verify the tabulation software. When the Department of State verifies such software, the department shall compare the software used to tabulate the votes with the software filed with the department pursuant to s. 101.5607 and check the election parameters.

(7) If the unofficial returns reflect that a candidate for any office was defeated or eliminated by one-half of a percent or less of the votes cast for such office, that a candidate for retention to a judicial office was retained or not retained by one-half of a percent or less of the votes cast on the question of retention, or that a measure appearing on the ballot was approved or rejected by one-half of a percent or less of the votes cast on such measure, a recount shall be ordered of the votes cast with respect to such office or measure. The Secretary of State is responsible for ordering recounts in federal, state, and multicounty races. The county canvassing board or the local board responsible for certifying the election is responsible for ordering recounts in all other races. A recount need not be ordered with respect to the returns for any office, however, if the candidate or candidates defeated or eliminated from contention for such office by one-half of a percent or less of the votes cast for such office request in writing that a recount not be made.

(a) Each canvassing board responsible for conducting a recount shall put each marksense ballot through automatic tabulating equipment and determine whether the returns correctly reflect the votes cast. If any marksense ballot is physically damaged so that it cannot be properly counted by the automatic tabulating equipment during the recount, a true duplicate shall be made of the damaged ballot pursuant to the procedures in s. 101.5614(4). Immediately before the start of the recount, a test of the tabulating equipment shall be conducted as provided in s. 101.5612. If the test indicates no error, the recount tabulation of the ballots cast shall be presumed correct and such votes shall be canvassed accordingly. If an error is detected, the cause therefor shall be ascertained and corrected and the recount repeated, as necessary. The canvassing board shall immediately report the error, along with the cause of the error and the corrective measures being taken, to the Department of State. No later than 11 days after the election, the canvassing board shall file a separate incident report with the Department of State, detailing the resolution of the matter and identifying any measures that will avoid a future recurrence of the error. If the automatic tabulating equipment used in a recount is not part of the voting system and the ballots have already been processed through such equipment, the canvassing board is not required to put each ballot through any automatic tabulating equipment again.

(b) Each canvassing board responsible for conducting a recount where touchscreen ballots were used shall examine the counters on the precinct tabulators to ensure that the total of the returns on the precinct tabulators equals the overall election return. If there is a discrepancy between the overall election return and the counters of the precinct tabulators, the counters of the precinct tabulators shall be presumed correct and such votes shall be canvassed accordingly.

(c) The canvassing board shall submit on forms or in formats provided by the division a second set of unofficial returns to the Department of State for each federal, statewide, state, or multicounty office or ballot measure. The returns shall be filed no later than 3 p.m. on the 5th day after any primary election and no later than 3 p.m. on the 9th day after any general election in which a recount was ordered by the Secretary of State. If the canvassing board is unable to complete the recount prescribed in this subsection by the deadline, the second set of unofficial returns submitted by the canvassing board shall be identical to the initial unofficial returns and the submission shall also include a detailed explanation of why it was unable to timely complete the recount. However, the

canvassing board shall complete the recount prescribed in this subsection, along with any manual recount prescribed in s. 102.166, and certify election returns in accordance with the requirements of this chapter.

(d) The Department of State shall adopt detailed rules prescribing additional recount procedures for each certified voting system, which shall be uniform to the extent practicable.

(8) The canvassing board may employ such clerical help to assist with the work of the board as it deems necessary, with at least one member of the board present at all times, until the canvass of the returns is completed. The clerical help shall be paid from the same fund as inspectors and other necessary election officials.

(9) Each member, substitute member, and alternate member of the county canvassing board and all clerical help must wear identification badges during any period in which the county canvassing board is canvassing votes or engaging in other official duties. The identification badges should be worn in a conspicuous and unobstructed area, and include the name of the individual and his or her official position.

(10)(a) The supervisor shall file a report with the Division of Elections on the conduct of the election no later than 20 business days after the Elections Canvassing Commission certifies the election. The report must, at a minimum, describe all of the following:

1. All equipment or software malfunctions at the precinct level, at a counting location, or within computer and telecommunications networks supporting a county location, and the steps that were taken to address the malfunctions.

2. All election definition errors that were discovered after the logic and accuracy test, and the steps that were taken to address the errors.

3. All ballot printing errors, vote-by-mail ballot mailing errors, or ballot supply problems, and the steps that were taken to address the errors or problems.

4. All staffing shortages or procedural violations by employees or precinct workers which were addressed by the supervisor of elections or the county canvassing board during the conduct of the election, and the steps that were taken to correct such issues.

5. All instances where needs for staffing or equipment were insufficient to meet the needs of the voters.

6. Any additional information regarding material issues or problems associated with the conduct of the election.

(b) If a supervisor discovers new or additional information on any of the items required to be included in the report pursuant to paragraph (a) after the report is filed, the supervisor must notify the division that new information has been discovered no later than the next business day after the discovery, and the supervisor must file an amended report signed by the supervisor of elections on the conduct of the election within 10 days after the discovery.

(c) Such reports must be maintained on file in the Division of Elections and must be available for public inspection.

(d) The division shall review the conduct of election reports to determine what problems may be likely to occur in other elections and disseminate such information, along with possible solutions and training, to the supervisors of elections.

(e) The department shall submit the analysis of these reports for the general election as part of the consolidated reports required under ss. 101.591 and 101.595 to the Governor, the President of the Senate, and the Speaker of the House of Representatives by February 15 of each year following a general election.

(11) The supervisor shall file with the department a copy of or an export file from the results database of the county's voting system and other statistical information as may be required by the department, the Legislature, or the Election Assistance Commission. The department shall adopt rules establishing the required content and acceptable formats for the filings and time for filings.

History.—s. 46, ch. 6469, 1913; RGS 350; CGL 407; s. 11, ch. 13761, 1929; s. 6, ch. 26870, 1951; s. 1, ch. 57-104; s. 6, ch. 65-129; s. 19, ch. 73-334; s. 26, ch. 77-175; s. 47, ch. 79-400; s. 18, ch. 84-302; s. 4, ch. 86-33; s. 600, ch. 95-147; s. 41, ch. 2001-40; s. 20, ch. 2002-17; s. 26, ch. 2003-415; s. 58, ch. 2005-277; s. 33, ch. 2007-30; s. 14, ch. 2010-167; s. 43, ch. 2011-40; s. 19, ch. 2013-57; s. 34, ch. 2016-37; s. 10, ch. 2018-112; s. 36, ch. 2019-162; s. 4, ch. 2020-109; s. 31, ch. 2021-11; s. 36, ch. 2023-120.

Note.—Former s. 102.45.

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Leon County
Board of County Commissioners

Notes for Agenda Item #22

Leon County Board of County Commissioners

Agenda Item #22

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Appointment of Commissioners to Authorities, Boards, Committees and/or Councils

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Mary Smach, Agenda Coordinator

Statement of Issue:

This item seeks Board approval to appoint Commissioners to the Big Bend Continuum of Care Board, Capital Region Transportation Planning Agency Board, Juvenile Justice Circuit 2 Advisory Board, Leon County Educational Facilities Authority, and Workforce Development Consortium-Region 5.

Fiscal Impact:

This item has no fiscal impact

Staff Recommendation:

Option #1: Full Board to appoint **one** Commissioner to the Big Bend Continuum of Care Board for a two-year term ending December 31, 2025

Option #2: Full Board to appoint **three** Commissioners to the Capital Region Transportation Planning Agency Board for a two-year term ending December 31, 2025.

Option #3: Full Board to appoint **one** Commissioner to the Juvenile Justice Circuit 2 Advisory Board for a two-year term ending December 31, 2025.

Option #4: Full Board to appoint **one** Commissioner as a liaison to the Leon County Educational Facilities Authority for a two-year term ending December 31, 2025.

Option #5: Full Board to appoint **one** Commissioner to the Workforce Development Consortium, Region 5, for a two-year term ending December 31, 2025.

Report and Discussion

Background:

Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities", was written to delineate the authority to appoint members of the Board of County Commissioners to various boards, committees, councils, and authorities (collectively, Committees), and the terms of those appointments.

Analysis:

For calendar year 2024, the Policy provides that the full Board make Commissioner appointments to the following Boards/Authorities:

Board/Authority	Current Member	Term Expiration	Recommended Action
Big Bend Continuum of Care Board	Rick Minor	12/31/2023	Appoint **one** Commissioner to a two-year term ending Dec. 31, 2025
Capital Region Transportation Planning Agency	Nick Maddox Rick Minor David O'Keefe	12/31/2023	Appoint **three** Commissioners to two-year terms ending Dec. 31, 2025
Juvenile Justice Circuit 2 Advisory Board	Christian Caban	12/31/2023	Appoint **one** Commissioner to a two-year term ending Dec. 31, 2025
Leon County Educational Facilities Authority	Brian Welch	12/31/2023	Appoint **one** Commissioner to a two-year term ending Dec. 31, 2025
Workforce Development Consortium, Region 5	Nick Maddox	12/31/2023	Appoint one Commissioner to a two-year term ending Dec. 31, 2025

All Commissioners are eligible for appointment or reappointment.

Big Bend Continuum of Care (CoC) Board

The CoC Board serves as the planning and oversight body for a homeless response system in the eight-county region of the Big Bend of Florida. The CoC Board's goal is to develop and implement strategies to end homelessness in the Big Bend through planning, needs analysis, coordination, standard setting, and education. Per the CoC Governance Charter, the CoC Board includes a representative of the Leon County Board of County Commissioners and one senior staff member to serve as an alternate.

Commissioner Rick Minor currently serves on the CoC Board, and his term expires on December 31, 2023. In addition, Shington Lamy serves as the staff alternate.

- **Full Board to appoint one Commissioner to the Big Bend Continuum of Care Board for a two-year term ending December 31, 2025.**

Capital Region Transportation Planning Agency (CRTPA)

The CRTPA is a Metropolitan Planning Organization intended to be a forum for cooperative decision making by the represented government entities to develop transportation-related plans and programs. The composition and membership of the CRTPA Board are governed by an interlocal agreement among the Florida Department of Transportation and the member governments of the CRTPA, as well as the CRTPA By-Laws. The CRTPA Board is comprised of voting representatives from the Counties of Gadsden, Jefferson, Leon and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, Tallahassee; and the Towns of Greensboro and Havana; nonvoting advisers from the Department of Transportation; and a nonvoting advisor from the Leon County School Board.

As outlined in the CRTPA Bylaws, the Leon County Board of County Commissioners may appoint, at its discretion, between one (1) and seven (7) Commissioners to serve as members of the CRTPA Board. As provided in Section 4.01(a)(1) of the Interlocal Agreement, the apportionment of the voting membership is based on population distribution among the member local governments. The total voting weight of the Leon County Commission is 37 points out of a total of 100 points.

The CRTPA Bylaws provide for the adjustment of the number of members serving on the CRTPA Board. Pursuant to Section IV, Paragraph (A)(2), the Leon County Board of County Commissioners may change the number of its members who serve as members of the CRTPA Board no more than once annually. The last time the Board adjusted the membership was on June 18, 2019 when the number of members was changed from three to four. Therefore, an adjustment to the number of Commissioners serving on the CRTPA may be made at this time. Should the Board wish to decrease the number of Commissioners it appoints to serve on the CRTPA Board, a higher voting weight would be allocated to each appointed member. Should the Board wish to increase the number of Commissioners it appoints to serve on the CRTPA Board, a lower voting weight would be allocated to each appointed member according to the following schedule:

Number of Commissioners Appointed:	Commissioners' Individual Weighted Vote:
1	37.00 points
2	18.50 points
3	12.33 points
4	9.25 points
5	7.40 points
6	6.17 points
7	5.29 points

Commissioners Nick Maddox, Rick Minor and David O'Keefe currently serve on the CRTPA Board and their terms expire on December 31, 2023.

- **Full board to appoint three Commissioners to the Capital Region Transportation Planning Agency Board for two-year terms ending December 31, 2025.**

Juvenile Justice Circuit 2 Advisory Board

The Circuit Advisory Board provides advice and direction to the Florida Department of Juvenile Justice (DJJ) in the development and implementation of juvenile justice programs and works collaboratively with the DJJ in seeking program improvements and policy changes to address the emerging and changing needs of Florida's youth. The membership of the Circuit 2 Advisory Board is comprised of 41 members: one state attorney, one public defender, one chief judge, six county sheriffs, eight police chiefs, six county commissioners (one from each county), six school superintendents (one from each county/district), one county workforce organization representative, one business community representative, one faith community representative, one representative from Department of Children and Families, one health services representative, one parent of a juvenile justice youth, one juvenile justice-involved youth (not >21 years), and five at-large for the Circuit (community leaders or members of youth-serving coalitions). Each entity completes a Designee Form for its representative.

Commissioner Christian Caban currently serves on the Juvenile Justice Circuit 2 Advisory Board and his term expires on December 31, 2023.

- **Full Board to appoint one Commissioner to the Juvenile Justice Circuit 2 Advisory Board for a two-year term ending December 31, 2025.**

Leon County Educational Facilities Authority (EFA)

The purpose of the EFA is to assist institutions for higher education in the construction, financing, and refinancing of projects as set forth in Section 243.22, Florida Statutes. The EFA consists of seven members and one County Commissioner, who serves as a liaison, and who are appointed by the full Board.

Commissioner Brian Welch currently serves as the liaison on the EFA, and his term ends December 31, 2023.

- **Full Board to appoint one Commissioner as a liaison on the Leon County Educational Facilities Authority for a two-year term ending December 31, 2025.**

Workforce Development Consortium-Region 5 (Consortium)

The Consortium was created in the Interlocal Agreement with the Big Bend Jobs & Education Council Inc. d/b/a as CareerSource Capital Region. Each respective board of county commissioners designates one individual to serve as its designee and voting member on the Consortium. The Consortium exercises approval authority over the budget adopted by CareerSource Capital Region for final submittal and approval to CareerSource Florida. The Consortium also exercises approval authority and review of the CareerSource Capital Region annual audit as conducted for final submittal to the proper funding authorities by CareerSource Capital Region.

Commissioner Nick Maddox currently serves on the Consortium and his term ends December 31, 2023.

- **Full Board to appoint one Commissioner to the Workforce Development Consortium-Region 5 for a two-year term ending December 31, 2025.**

Options:

1. Full Board to appoint **one** Commissioner to the Big Bend Continuum of Care Board for a two-year term ending December 31, 2025.
2. Full Board to appoint **three** Commissioners to the Capital Region Transportation Planning Board Agency for a two-year term ending December 31, 2025.
3. Full Board to appoint **one** Commissioner to the Juvenile Justice Circuit 2 Advisory Board for a two-year term ending December 31, 2025.
4. Full Board to appoint **one** Commissioner as a liaison to the Leon County Educational Facilities Authority for a two-year term ending December 31, 2025.
5. Full Board to appoint **one** Commissioner to the Workforce Development Consortium, Region 5, for a two-year term ending December 31, 2025.
6. Board direction.

Recommendation:

Options #1 through 5

Leon County
Board of County Commissioners

Notes for Agenda Item #23

Leon County Board of County Commissioners

Agenda Item #23

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: Full Board Appointments to the Advisory Committee for Quality Growth, Animal Classification Committee, Architectural Review Board, Joint City/County Bicycling Workgroup, and the Tallahassee Sports Council

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Mary Smach, Agenda Coordinator

Statement of Issue:

This item seeks the full Board's consideration of the appointment of citizens to the Advisory Committee for Quality Growth, Animal Classification Committee, Architectural Review Board, Joint City/County Bicycling Workgroup, and the Tallahassee Sports Council.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Provided on the following page.

Staff Recommendation:

Option #1: Appoint one citizen, Shawn Sytsma, to the Advisory Committee for Quality Growth for the remainder of the unexpired term ending May 31, 2026.

Option #2: Reappoint two citizens, Dr. Sondra Brown and Dr. Elizabeth Blount to the Veterinarian pool seats; reappoint two citizens, Haven Cook and Bobbie Jo Finer, to the Informed Citizen pool seats; and appoint one citizen, Travis Diggs, to the Informed Citizen pool seat on the Animal Classification Committee for 3-year terms ending December 31, 2026.

Option #3: Appoint one citizen, Pierce Withers, to the Architectural Review Board for the remainder of the unexpired term ending June 30, 2025.

Option #4: Appoint one citizen, Bradford Tierno, to the Joint City/County Bicycling Workgroup for a 3-year term ending December 31, 2026.

Option #5: Appoint two citizens to the at-large seats on the Tallahassee Sports Council for three-year terms ending April 30, 2026. The eligible applicants are: Douglas Bell, Susan Burton, Michael Fleischacker, Brennan Garcia, Michael Gomez, Ryan Kline, Jennifer Meadows*, David Muntean, Chris Petley and Mike Kay.

* *Applicant requests a waiver of the conflicting employment relationship as disclosed in Form 4A (Attachment #15). Should the Board choose to appoint Ms. Meadows, it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote.*

Report and Discussion

Background:

Pursuant to Policy No. 03-15, "Board-Appointed Citizen Committees", a General Business item is presented to fill vacancies for full Board appointments of citizens to Authorities, Boards, Committees, and Councils.

Analysis:

Advisory Committee for Quality Growth (ACQG)

Purpose: The Advisory Committee for Quality Growth serves as a standing advisory committee made up of development industry professionals and community stakeholders to provide continuous feedback and guidance to the Department of Development Support and Environmental Management (DSEM) on process improvements, service enhancements, and regulatory policies which support the highest quality growth and development attainable for our community. The ACQG is staffed by the Chief Development Resources Officer and charged with providing feedback and input on the overall customer experience at DSEM including proposed process improvements, customer service and desired regulatory enhancements. The responsibilities of the ACQG place a great emphasis on proactive input and feedback for all development review and approval matters.

Composition: The ACQG has sixteen (16) members appointed by the full Board: nine (9) are nominated by local organizations/associations and the remaining seven (7) do not require a nomination. The members serve three-year terms. The eligibility for each seat is as follows:

- Seat 1: a person who is engaged in providing construction development, planning or environmental-related services, **nominated by the Tallahassee Builders Association.**
- Seat 2: a person who is engaged in providing construction development, planning or environmental-related services, **nominated by the Big Bend Contractors Association.**
- Seat 3: a person who is engaged in providing construction development, planning or environmental-related services, **nominated by the National Association of Women in Construction.**
- Seat 4: a person who is engaged in providing construction development, planning or environmental-related services, **nominated by the Associated Builders and Contractors of North Florida.**
- Seat 5: a person who is employed by the university or local school system, no nomination required.
- Seat 6: a person who serves on a neighborhood association board or represents a neighborhood-based organization, **nominated by the Council of Neighborhood Associations.**
- Seats 7 & 8: persons employed by or who represents, a community-based, environment-related organization, no nomination required.
- Seats 9, 10 & 11: residents of Leon County, no nomination required.

- Seat 12: a person who represents a business association or organization, **nominated by the Greater Tallahassee Chamber of Commerce.**
- Seat 13: a person who represents a business association or organization, **nominated by the Big Bend Minority Chamber of Commerce.**
- Seat 14: a person who represents a business association or organization, **nominated by the Network of Entrepreneurs & Business Advocates.**
- Seat 15: a person who represents a business association or organization, **nominated by the Capital City Chamber of Commerce.**
- Seat 16: an archaeologist, no nomination required.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
16	3	Male - 9 Female – 3 N/S - 1	White - 7 Black – 5 N/A - 1

Vacancies: ACQG Member Sean Friend (Seat #5) has resigned. His term was due to expire on May 31, 2026. The eligible applicant is listed in Table #1.

Table #1. Advisory Committee for Quality Growth

Vacancy / Category *Status*	Term Expiration	Eligible Applicant (Application Attachment #)	Gender - Race	Recommended Action
Seat #5 - person employed by the university or local school system				
Sean Friend *resigned*	5/31/2026	1. Shawn Sytsma	Female - White	Appoint **one** eligible applicant for the remainder of the unexpired term ending May 31, 2026.

Animal Classification Committee (ACC)

Purpose: The Animal Classification Committee (ACC) is charged with the duties and responsibilities for considering the evidence, related history, ordinance requirements, and to provide recommendations as to the classification and disposition of any animal that is the subject of a Dangerous classification. The ACC conducts hearings for animal owners to contest the initial determination of classification, the penalty, or both, for an animal classified as dangerous by the Director of Animal Control, or designee.

Composition: The ACC consists of three (3) members: County Sheriff, or designee, a licensed veterinarian and an informed citizen who demonstrates by training, education, experience or employment, both an interest in animal welfare and control, and the objectivity and demeanor to fairly hear animal classification cases. The Board appoints three qualified candidates for both the

Veterinarian Seat and the Informed Citizen Seat. Based on availability, the members are selected from the pool of qualified candidates appointed by the Board of County Commissioners to serve on an as-needed basis for ACC meetings.

Members serve 3-year terms and may not serve more than three consecutive terms per the ACC bylaws. Vacancies are filled for the remainder of the unexpired term.

Diversity of Current Membership:

Total Seats	**Vacant Seats**	**Gender**	**Race**
7	2	Female - 4 Male - 1	White - 4 N/A - 1

Vacancies: The terms of four Board appointed members are due to expire on December 31, 2023. Dr. Sondra Brown and Dr. Elizabeth Blount who fill two of the pool seats for licensed veterinarians, and Haven Cook and Bobbie Jo Finer who fill two of the pool seats for informed citizens are eligible for and are seeking reappointment. Their applications and attendance records are included as Attachments #2 - #5. Should the Board approve these reappointments, one informed citizen pool seat remains vacant, and an eligible applicant is seeking appointment. The eligible applicants are listed in Table #2.

Table #2: Animal Classification Committee

Vacancies / Category *term status*	**Term Expiration**	**Eligible Applicants** **Application Attachment #**	**Gender - Race**	**Recommended Action**
Dr. Sondra Brown / Licensed Veterinarian *Seeking Reappointment* Dr. Elizabeth Blount / Licensed Veterinarian *Seeking Reappointment*	12/31/2023 12/31/2023	2. Dr. Sondra Brown 3. Dr. Elizabeth Blount	Female – White Female – White	Reappoint **two** qualified eligible applicants for a three-year term ending December 31, 2026.
Dr. Haven Cook / Informed Citizen *Seeking Reappointment* Bobbie Jo Finer / Informed Citizen *Seeking Reappointment*	12/31/2023 12/31/2023	4. Haven Cook 5. Bobbie Jo Finer	Female – White Female – White	Reappoint **two** qualified eligible applicants for three-year terms ending December 31, 2026
Vacant Seat / Informed Citizen	12/31/2023	6. Travis Diggs	Male – Black	Appoint **one** qualified eligible applicant for a three-year term ending December 31, 2026.

Architectural Review Board (ARB)

Purpose: The responsibilities of ARB are included in Section 10-2.363 of the Land Development Code and include, among others, to review and make recommendations on the listing of properties on the Local Register Historic Places; protect the character of property in the Historic Preservation Overlay (HPO) designation; and, on behalf of County and City, administer federal Certified Local Government program for historic preservation.

Composition: ARB membership consists of ten (10) total members: four (4) citizens appointed by the Board, four (4) citizens appointed by the City of Tallahassee (City), the Planning Commission Chairman (or designee) and the Planning Department Director (or designee). The Board and the City each appointed citizen members from the following eligibility categories:

- Two (2) owners of property zoned with the Historic Preservation Overlay (HPO)
- One (1) member of American Institute of Architects (AIA)
- One (1) member representing Tallahassee Trust for Historic Preservation (TTHP)

As per the County Code of Laws, appointed members serve three-year terms, expiring on June 30 and may not serve more than two full consecutive terms. All appointed members of the ARB must be residents or property owners in Leon County.

Diversity of Current Membership:

Total Seats	**Vacant Seats**	**Gender**	**Race**
10	1	Female – 6 Male – 3	White – 8 Black - 1

Vacancies: Board appointed member, Erin VanSickle, has resigned. She filled the ARB seat for an owner of property with Historic Preservation Overlay (HPO). Her term was due to expire on June 30, 2025. The eligible applicant is listed in Table #3.

Table #3: Architectural Review Board

Vacancies *Term Status*	**Term Expiration**	**Eligible Applicant / Seat Category** **Application Attachment #**	**Gender-Race**	**Recommended Action**
Erin VanSickle *resigned* *Owner of property zoned with HPO*	6/30/2025	7. Pierce Withers	Male – White	Appoint **one** eligible applicant for the remainder of the unexpired term ending June 30, 2025.

Joint City / County Bicycling Workgroup (JBWG)

Purpose: The JBWG functions as a focus group providing input to the Planning Department staff on cycling-related projects, improvements, events, and ordinances for consideration of recommendations to the Board of County Commissioners and the City Commission.

Composition: The JBWG has twelve (12) members; six (6) members are appointed by the Board and six (6) members are appointed by the City Commission. Members are representatives of cycle-related nonprofit organizations, state/local agencies, bicycle groups, and local bicycle businesses. Terms are for three years, and members are limited to three full consecutive terms per Policy No. 03-15. Vacancies are filled for the remainder of the unexpired term.

Diversity of Current Membership:

Total Seats	**Vacant Seats**	**Gender**	**Race**
12	0	Male - 9 Female – 3	White – 11 Black - 1

Vacancies: The term of Board appointed JBWG member, Yvonne Gsteiger, is due to expire on December 31, 2023. Ms. Gsteiger is not seeking reappointment. The eligible applicant is listed in Table #4.

Table #4. Joint County / City Bicycling Workgroup

Vacancies *Term Status*	**Term Expiration**	**Eligible Applicants** **Application Attachment #**	**Gender - Race**	**Recommended Action**
Yvonne Gsteiger *Not seeking reappointment*	12/31/2023	8. Bradford Tierno	Male – White	Appoint **one** eligible applicant for a three-year term ending Dec. 31, 2026

Tallahassee Sports Council (TSC)

Purpose: The purpose of the TSC is to focus on the economic benefits of visitor-generating events to support sports tourism for the betterment of the Tallahassee-Leon County community.

Composition: At the October 10, 2023 meeting, Board approved an enabling resolution reestablishing the TSC. The TSC is composed of seventeen (17) members:

- 10 members are designated by their appointing organizations
  - Florida A&M University, Athletics
  - Florida A&M University, Campus Recreation
  - Florida State University, Athletics
  - Florida State University, Campus Recreation
  - Leon County Division of Parks & Recreation
  - Leon County Schools
  - Tallahassee Community College Athletics
  - Tallahassee/Leon County Civic Center
  - Tallahassee Orthopedic & Sports Physical Therapy
  - City of Tallahassee Parks, Recreation, and Neighborhood Affairs
- 1 County Commissioner; and
- 6 at-large members are appointed by the full Board. The at-large members are citizens who have demonstrated experience and interest in aspects of sports within Leon County.

Currently, Commissioner Nick Maddox serves as the Board's representative on the TSC.

The at-large members serve 3-year terms and may not serve more than three consecutive full terms. Vacancies are filled for the remainder of the unexpired term.

Diversity of Current Membership:

Total Seats	**Vacant Seats**	**Gender**	**Race**
17	2	Male – 11 Female – 4	White – 12 Black –2 Asian - 1

Vacancies: The terms of TSC members John Gladden and Jason Hendrix expired on April 30, 2023. Mr. Gladden and Mr. Hendrix did not seek reappointment. The eligible applicants are listed in Table #5.

Table #5. Tallahassee Sports Council

Vacancies *Term Status*	**Term Expiration**	**Eligible Applicants** **Application Attachment #**	**Gender-Race**	**Recommended Action**
John Gladden *Did not seek reappointment*	4/30/2023	9. Douglas Bell	Male-White	Appoint **two** eligible applicants for three-year terms expiring on April 30, 2026.
		10. Susan Burton	Female – White	
		11. Michael Fleischacker	Male – White	
Jason Hendrix *Did not seek reappointment*	4/30/2023	12. Brennan Garcia	Male – White	
		13. Michael Gomez	Male – Hispanic	
		14. Ryan Kline	Male – White	
		15. Jennifer Meadows*	Female – White	
		16. David Muntean	Male – White	
		17. Chris Petley	Male – White	
		18. Mike Kay	Male – White	

* *Applicant requests a waiver of the conflicting employment relationship as disclosed in Form 4A (Attachment #15). Should the Board choose to appoint Ms. Meadows, it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote.*

Options:

1. Appoint one citizen, Shawn Sytsma, to the Advisory Committee for Quality Growth for the remainder of the unexpired term ending May 31, 2026.
2. Reappoint two citizens, Dr. Sondra Brown and Dr. Elizabeth Blount, to the Veterinarian pool seats; reappoint two citizens, Haven Cook and Bobbie Jo Finer, to the Informed Citizen pool seats; and appoint one citizen, Travis Diggs, to the Informed Citizen pool seat on the Animal Classification Committee for 3-year terms ending December 31, 2026.
3. Appoint one citizen, Pierce Withers, to the Architectural Review Board for the remainder of the unexpired term ending June 30, 2025.
4. Appoint one citizen, Bradford Tierno, to the Joint City/County Bicycling Workgroup for a 3-year term ending December 31, 2026.
5. Appoint two citizens to the at-large seats on the Tallahassee Sports Council for three-year terms ending April 30, 2026. The eligible applicants are: Douglas Bell, Susan Burton, Michael Fleischacker, Brennan Garcia, Michael Gomez, Ryan Kline, Jennifer Meadows*, David Muntean, Chris Petley and Mike Kay.
   **Applicant requests a waiver of the conflicting employment relationship as disclosed in Form 4A (Attachment #15). Should the Board choose to appoint Ms. Meadows, it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote.*
6. Board direction.

Recommendation:

Options #1 through #5

Attachments:

1. Sytsma application and resume
2. Brown application, resume and attendance
3. Blount application and attendance
4. Cook application, resume and attendance
5. Finer application, resume and attendance
6. Diggs application and resume
7. Withers application
8. Tierno application and resume
9. Bell application
10. Burton application and resume
11. Fleischacker application and resume
12. Garcia application and resume
13. Gomez application and resume
14. Kline application and resume
15. Meadows application, resume and Form 4A
16. Muntean application and resume

17. Petley application
18. Kay application and resume

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ADVISORY COMMITTEE FOR QUALITY GROWTH

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mrs. Shawn Megan Sytsma | **Date:** 11/20/2023 3:29:08 PM

Home Address:	3208 Whitney Drive East Tallahassee, FL 32309	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 617-1810	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	sytsma1@yahoo.com	**How many years have you lived in Leon County?**	30

(EMPLOYMENT INFORMATION)

Employer:	Leon County Schools	**Work Address:**	3420 West Tharpe Street Tallahassee, FL 32309
Occupation:	Project Manager		
Work/Other Phone:	(850) 556-8283	**Work Email:**	sytsmas@leonschools.net

(OPTIONAL)

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

Race: White **Gender:** F **Age:** 57

District: District I **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Ms. Audrey C. Wood	**Name:**	Mr. Danny Allbritton
Address:	2045 Third Avenue North St. Petersburg, Florida 33713	**Address:**	1909 Fannie Drive Tallahassee, Florida 32303
Phone:	(727) 385-2051	**Phone:**	(850) 617-5907

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *Yes*

If yes, on what Committee(s) are you a member? *The Development Review Committee for the City of Tallahassee*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members must meet one of the membership eligibility criteria. Please indicate your area of expertise:

- [ ] Provider of construction development, planning or environmental-related services. (THIS SEAT REQUIRES A NOMINATION.)
- [x] Employed by a local university or school system.

  Name of Employer: *Leon County Schools*
- [ ] Serves on a neighborhood association board or represents a neighborhood-based organization. (THIS SEAT REQUIRES A NOMINATION BY THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS.)
- [ ] Employed by or represents, a community-based, environment-related organization.
- [ ] Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.)
- [ ] Archaeologist
- [x] Resident of Leon County

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

Signature: Mrs. Shawn Megan Sytsma

The application was electronically sent: 11/20/2023 3:29:08 PM

Shawn Megan Sytsma
3208 Whitney Drive East
Tallahassee, Florida 32309
Cell: (850)556-8283
Email: Sytsmas@leonschools.net, Sytsma1@yahoo.com

Objective

To obtain a challenging position which will utilize my construction project management skills and provide an opportunity for career growth.

Employment History

August 2022 to Current

•Analyst, Specification Writer
Leon County Schools, Facilities and Construction, Tallahassee, Florida
I manage the Florida Inventory of School Houses (FISH) program to maintain up-to-date concurrency numbers. Provide field visits to all schools to verify building status. Review current building plans for accuracy in FISH. I sit on the Development Review Committee (DRC) for the City of Tallahassee in order to review new projects and verify with Leon County Schools to be sure there are no concurrency issues with the new construction. I assist with the schematic changes and updates to our Schools' site plans to maintain they are current using AutoCad software. Review FDOE forms 110, 208 and 208A for accuracy. I write specifications for the Department so that we can minimize system failures and provide our expectations of design and products to be used. Currently writing a Castaldi report for the demolition of Griffin Middle school buildings 9 (portion of), 10, 13 & 14 for FDOE approval. I am fluent in all Micro Soft Office programs. I provide assistance to the Construction Project Managers, including the review of new construction blue prints and specifications as needed. Provide assistance in all aspects to our Department when needed.

August 2020 to August 2022

•Paraprofessional, Pre-Kindergarten, ESE
W. T. Moore Elementary School, Tallahassee, Florida
Provide direct teaching assistance to the teacher. Help in any way possible to assist in the learning process with children ages four to six.

October 2016 to October 2018

•Construction Administration Assistant/Specification Writer
Clemons, Rutherford and Associates, Inc., Tallahassee, Florida
Assisted the construction administration section and Project Managers within the firm in all administrative aspects including preparation and processing of AIA documents. Processed all construction documents including pay applications, change orders and various other documents on several projects. Maintained Project Managers schedules and itineraries. Prepared and compiled specification books utilizing MasterSpec Software. Prepared, wrote and applied for State historical building grants for appropriate projects. Assisted with all office support fundamentals of the Architecture Firm. Managed two architectural student Interns with all document storage and other tasks as required.

July 2015 to September 2016

•AutoCAD Technician
Jim Stidham and Associates, Inc., Tallahassee, Florida
Provided civil drafting assistance to the Engineers. Assisted in various manners for all office support including assisting in field work at project sites. Proficient usage of all Microsoft Office software to provide spreadsheets, presentations and administrative documents. Provided secretarial support.

July 2004 to July 2014

•Engineering Specialist I
Florida Forest Service, State of Florida, Tallahassee, Florida
Forest Logistics and Support Services Bureau, Construction Section
Utilizing AutoCAD 2013, I assisted with the design and preparation of blue prints for construction of new, and renovations to, existing forestry facilities. Provided support to our section in any way needed in order to successfully complete the construction, including site inspections and project management, from pre-bid to project close out. Prepared bid packages, presentations and

Shawn Megan Sytsma
3208 Whitney Drive East
Tallahassee, Florida 32309
Cell: (850)556-8283
Email: Sytsmas@leonschools.net, Sytsma1@yahoo.com

accounting spreadsheets. Assisted in writing, winning, executing, successfully completing, and closing a $500,000 Federal Energy Grant through the American Recovery and Reinvestment Act to revitalize fifteen District Offices. Maintained files for the Construction Section and assisted in all administrative areas. Proficient in Microsoft Office Suite and Excel software packages. Received monetary reward from the State based on performance. Provided secretarial support including accounting and maintaining schedules.

Education

Lively Technical Center, Tallahassee, Florida

- Drafting/AutoCAD 2000
  Completed program receiving Civil/Structural Drafting Certificate

Independence High School, Columbus, Ohio

- Graduated with Honors

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ANIMAL CLASSIFICATION COMMITTEE

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Dr. Sondra Elaine Brown | **Date:** 9/21/2023 11:09:23 PM

Home Address:	3910 BELLAC RD TALLAHASSEE, FL 32303	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 508-8073	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	drbrownie@comcast.net	**How many years have you lived in Leon County?**	26

(EMPLOYMENT INFORMATION)

Employer:	Northwood Animal Hospital	**Work Address:**	1881-B North Martin Luther King Blvd TALLAHASSEE, FL 32303
Occupation:	Veterinarian		
Work/Other Phone:	(850) 508-8073	**Work Email:**	drbrown@northwoodanimalhospital.com

(OPTIONAL)

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

Race: White **Gender:** F **Age:** 55

District: District III **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Kevin Brumfield	**Name:**	Susan Rodgers
Address:	1881-B North Martin Luther King Blvd	**Address:**	1881-B North Martin Luther King Blvd Tallahassee FL 32303
Phone:	(850) 508-8072	**Phone:**	(706) 202-2429

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

I have been a member of the committee since at least 2010. I have a Florida licensed veterinarian. I have a masters in Veterinary Pathology (see CV). I am an actively practicing veterinarian so I have current experience examining pets with a variety of medical issues. I am a member of Rotary Club of Tallahassee Northside and member of the board of CARE (Companion Animal Rescue Endeavor). I believe that having a community Animal Classification Committee is important so concerned citizens' voices can be heard, both for and against the dogs in question.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *No*

Your application will only be considered if you have completed the online orientation.

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *Yes*

If yes, please explain *If the dog in question is an active patient of mine or I was involved in treating said victim of dog in question I can see where that might be considered a conflict of interest.*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

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

- [ ] County Sheriff, or designee
- [x] Licensed veterinarian
- [ ] Informed Citizen, who demonstrate by training, education, experience or employment, both an interest in animal welfare and control, and the objectivity and demeanor to fairly hear animal classification cases.

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

Signature: *Dr. Sondra Elaine Brown*

The application was electronically sent: 9/21/2023 11:09:23 PM

Curriculum Vitae
Sondra E. Brown, DVM, MS

Education:

B.S from Kansas State University in Pre-veterinary medicine 1991

DVM from Kansas State University College of Veterinary Medicine 1993

M.S from Kansas State University College of Veterinary Medicine in the field of Veterinary Pathology 1995

Thesis for Masters program entitled "Gross and Histologic Evaluation of Intestinal Tumors in the Fischer 344 Rat."

North American Veterinary Conference Postdoctoral Meetings on Behavioral medicine in 2002 and 2004.

Professional Work History:

Little Apple Veterinary Clinic, Manhattan, KS-Associate veterinarian June 1993 to March 1994

Kansas State University College of Veterinary Medicine, Animal Resource Facility, Manhattan, KS-staff veterinarian June 1994 to July 1995

McGill University, Montreal, Quebec, CANADA-Relief veterinarian 1996

Northwood Animal Hospital/PETS Emergency January 1997 to January 2000-associate veterinarian

Northwood Animal Hospital/PETS Emergency January 2000 to current-co-owner/veterinarian

The Animal Hospital and Pet Resort at Southwood (formerly Seminole Animal Hospital) May 2004 to December 2021-co-owner/veterinarian

Awards:
January 2016 Kansas State University College of Veterinary Medicine 2016 Alumni Recognition Award, North American Veterinary Conference, Orlando FL

Florida Veterinary Medical Association Gold Star Award for 2019 (for my work with Homeless/At Risk Veterans Stand Down).

From: Cara Aldridge
To: Mary Smach
Subject: RE: Animal Classification Committee
Date: Friday, October 20, 2023 10:20:03 AM
Attachments: image005.png

Mary,

I will reach out to Dr. Blount today to see if she is still interested.

Dr. Blount, Bobbi Jo Finer and Haven Cook all attended the 1 Dangerous Dog hearing we had. Unfortunately, Dr. Brown's schedule did not allow her to attend that particular hearing.

Respectfully,

Cara Aldridge
Director
Leon County Animal Control
911 Easterwood Dr
Tallahassee FL 32311
(850)606-5400



From: Mary Smach <SmachM@leoncountyfl.gov>
Sent: Thursday, October 19, 2023 1:20 PM
To: Cara Aldridge <AldridgeC@leoncountyfl.gov>
Subject: FW: Animal Classification Committee

Hi Cara,

I've received applications from everyone except Dr. Elizabeth Blount. Is she interested in being reappointed? Also, are you expecting another veterinarian to apply for the 3rd vacant veterinarian seat?

As you may know, the BOCC has requested attendance records for all members seeking reappointment. Would you please send me the attendance records for the members current terms which began January 26, 2021?

Regards,
Mary



From: Mary Smach <SmachM@leoncountyfl.gov>
Sent: Wednesday, September 6, 2023 12:02 PM
To: Cara Aldridge <AldridgeC@leoncountyfl.gov>
Subject: Animal Classification Committee

Hi Cara,

As you know, there are two vacant seats on the Animal Classification Committee (1-Licensed Veterinarian & 1-Informed Citizen). In addition, the terms of the following members will expire on December 31, 2023:

3	Brown, Sondra	01/26/2021	1	01/26/2021	12/31/2023	3 Year(s)	Licensed Veterinarian	Board of County Commissioners
4	Blount DVM, Elizabeth Danta	01/26/2021	1	01/26/2021	12/31/2023	3 Year(s)	Licensed Veterinarian	Board of County Commissioners
6	Cook, Haven Barbara	01/26/2021	1	01/26/2021	12/31/2023	3 Year(s)	Informed Citizen	Board of County Commissioners
7	Finer, Bobbie Jo	01/26/2021	1	01/26/2021	12/31/2023	3 Year(s)	Informed Citizen	Board of County Commissioners

Please reach out to these member to see if they will be seeking reappointment to the Animal Classification Committee. If they are please ask them to complete a new application. Anyone interested in applying may complete the online application using the following link:

https://www2.leoncountyfl.gov/Committees/Committees/Committee/1155

The application deadline is November 20, 2023, in order for me to include the appointments on the BOCC Dec. 12th meeting agenda.

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ANIMAL CLASSIFICATION COMMITTEE

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

Name: Dr. Elizabeth D Blount DVM | **Date:** 12/2/2023 11:19:55 PM

Home Address:	566 Spanish Mission Ct. Tallahassee, FL 32317	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 294-7787	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	edblountdvm@gmail.com	**How many years have you lived in Leon County?**	20

(EMPLOYMENT INFORMATION)

Employer:	At Home Veterinary Care, LLC	**Work Address:**	1833 Junwin Ct. Tallahassee, FL 32317
Occupation:	Veterinarian		
Work/Other Phone:	(850) 274-5710	**Work Email:**	drblount@athomevet.care

(OPTIONAL)

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Race: White **Gender:** F **Age:** 67

District: District III **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Ms. Sonya White	**Name:**	Dr. Susan Cross
Address:	P.O. Box 62344 Monticello, FL 32344	**Address:**	2614 Charleston Place Tallahassee, FL 32308
Phone:	(904) 612-1802	**Phone:**	(850) 212-0869

Resume Uploaded? No

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

I have been a practicing Veterinarian in Leon County since 2005. I own and operate At Home Veterinary Care Center which, in addition to being a full service veterinary hospital, focuses on utilizing positive reinforcement training techniques to help dogs become better community citizens. We offer multiple dog training classes each year, including AKC Star Puppy and Canine Good Citizen, among others, in our training center.

I am currently serving on this committee. Additionally, I have participated in numerous animal related community events and programs, including CAAN, Animal Shelter Foundation, Leon County Humane Society-Friends Fur Life program, Florida Disaster Animal Response Team-Operations Level certification, and Florida Veterinary Medical Response Team. I am a member of the Florida Veterinary Medical Association, the American Veterinary Medical Association, Big Bend Veterinary Medical Association, the American Association of Feline Practicioners, and Therapy Dogs International.

I received my Doctor of Veterinary Medicine degree in June, 1991 from Michigan State University College of Veterinary Medicine. I also have a Certificate in Veterinary Practice Management from the Broad College of Business at Michigan State, and a Bachelor of Science degree in Natural Resources and Environmental Education with a specialty in Fisheries and Wildlife, also from Michigan State University.

I have had specialty training in Emergency and Critical Care Medicine, Advanced Dental Techniques, Advanced Imaging and Ultrasound, and the Human-Animal Bond.

In addition to having trained and certified many dogs in a large variety of skills and areas, I also sponsored the TMH Animal Therapy program at my facility for many years. I have assisted in teaching numerous dog classes such as Reactive Dog, and Therapy Dog training for both the TMH program and Therapy Dogs International. I have participated actively in Therapy Dog work for over 35 years.

I am an active member of St. John's Episcopal Church and have been a choir member for 18 years. I was also Youth Director from 2005-2008, and a member of the Alter Guild, Visiting Eucharistic Ministers and Equal Justice Committee among others.

I am interested in remaining on this committee because I can utilize my skill and knowlege base to help assure the well being of our community while being an active advocate for the animals we may encounter in work of the group.

(COMMITTEE QUESTIONNAIRE)

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Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *Yes*

If yes, on what Committee(s) are you a member? *Animal Classification Committee*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

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Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

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

- [ ] County Sheriff, or designee
- [x] Licensed veterinarian
- [ ] Informed Citizen, who demonstrate by training, education, experience or employment, both an interest in animal welfare and control, and the objectivity and demeanor to fairly hear animal classification cases.

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

Signature: Dr. Elizabeth D Blount DVM

The application was electronically sent: 12/2/2023 11:19:55 PM

From: Cara Aldridge
To: Mary Smach
Subject: RE: Animal Classification Committee
Date: Friday, October 20, 2023 10:20:03 AM
Attachments: image005.png

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Cara Aldridge
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Regards,

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

People Focused. Performance Driven.

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



LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ANIMAL CLASSIFICATION COMMITTEE

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Name: Dr. Haven B Cook | **Date:** 9/13/2023 12:23:01 PM

Home Address:	310 N DELLVIEW DR TALLAHASSEE, FL 32303-4812	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 443-1662	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	havenyaya@gmail.com	**How many years have you lived in Leon County?**	32

(EMPLOYMENT INFORMATION)

Employer:	USDA Forest Service, Retired	**Work Address:**	325 John Knox Rd Bldg F Tallahassee, FL 32303-4812
Occupation:	Forester		
Work/Other Phone:		**Work Email:**	

(OPTIONAL)

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Race: White **Gender:** F **Age:** 68

District: **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Laura Bevan	**Name:**	Joannie Batten
Address:	2936 Joyce Dr Tallahassee FL 32303	**Address:**	1200 Copper Creek Dr Tallahassee FL 32311
Phone:	(850) 668-0187	**Phone:**	(850) 322-5298

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

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If yes, on what Committee(s) are you a member? *Animal Classification Committee*

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

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

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- [ ] County Sheriff, or designee
- [ ] Licensed veterinarian
- [x] Informed Citizen, who demonstrate by training, education, experience or employment, both an interest in animal welfare and control, and the objectivity and demeanor to fairly hear animal classification cases.

  Please explain your qualifications: *I have served as President of the Big Bend Disaster Animal Response Team since 2003, leading the team in responding to disasters and emergencies concerning animals and working with the county to set up pet accessible shelters during evacuations. I was also a Pet Therapy volunteer with TMH Animal Therapy for 12 years. I have deployed with the ASPCA and the HSUS on several large scale animals cases involving dogfighting, hoarding, and puppy mills since 2009 over a dozen times and continue to deploy when needed.*

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

Signature: Dr. Haven B Cook

The application was electronically sent: 9/13/2023 12:23:01 PM

Haven B. Cook

310 N. Dellview Dr. Phone: 850-443-1662
Tallahassee, FL 32303 Email: Havenyaya@gmail.com

Education:

2017 – Florida State University, Tallahassee, FL. Doctor of Philosophy in Urban and Regional Planning.

1983 – Yale University School of Forestry and Environmental Planning, New Haven, CT. Master of Forest Science.

1981 - University of Kentucky, Lexington, KY. Bachelor of Science in Forestry.

Experience:

1991-2014. USDA Forest Service, National Forests in Florida. **Recreation Planner/Wilderness Specialist**. Key areas of experience include:

- Member of core planning team to revise Forest and Land Management Plan for the National Forests in Florida, drafting standards, guidelines and goals.
- Courtesy appointment as faculty member to Florida A&M University, teaching "Introduction to Forests and Renewable Resources" class each fall.
- In 2002, served an 8-month detail to Avon Park Air Force Range to lead them through the process of revising their Integrated Natural Resources Management Plan. Prepared the accompanying Environmental Assessment (EA) and produced a final draft of the plan and its EA for release.
- Developed Plan Amendments, wrote environmental assessments for forestwide projects as well as small, site-specific projects, completed monitoring and evaluation reports, and content analysis of public comment.
- Four details to the National Boy Scout Jamboree to work in the US Forest Service interpretive exhibit (2005, 2010, 2014, 2017 and World Jamboree in 2019). Interacted with scouts and visitors about managing controversial natural resource problems.

1990-1991. USDA Forest Service, Kisatchie National Forest. **Forester**.

- Managed the recreation program, including trails and campsites and an 8,700-acre wilderness area.
- Conducted field trips with school children and did environmental education in schools and camps.

1988-1989. US Department of the Army, Ft. Knox, KY. **Forester**. Assisted the supervisory forester in daily operation of the forestry section, performed timber inventory and marked timber sale areas.

1987-1988. University of Kentucky, Lexington, KY. **Forestry Extension Aid**. Provided information to the public on forestry-related topics through talks, slideshows, and demonstrations.

1985-1987. Africare, Inc., Burkina Faso, West Africa. **Project Coordinator**. Started up a $1 million reforestation project in the southwest of Burkina Faso. Controlled project funds, purchased equipment and supplies, and served as technical advisor.

1983-1985. Peace Corps Volunteer, Mali, West Africa. Worked on a USAID-funded reforestation project in the Mopti region; oversaw the planning and daily operation of a tree nursery and worked with surrounding villages in tree-planting.

1973-1977. US Air Force, Sergeant E-4. **Telecommunications Specialist.**

Community Involvement:

- Currently serving on the Board of TPD's Citizen Police Academy Alumni Association.
- Current President of Big Bend Disaster Animal Response Team (2003 to present), active during disasters to set up pet shelters at local disaster shelters for pets of evacuees.
- Attended the Leon County Sheriffs Office Citizen Police Academy in 2017.
- Attended the Tallahassee Police Department's Citizen Police Academy in 2019.
- Served on the Board of my neighborhood association (Charter Oak-Dellview), 1997.
- Served on the Board on Tallahassee Community Friends of Old Time Dance, multiple times over the last 25 years.
- Currently on the Animal Classification Committee for Leon County.
- Volunteered 12 years as a Pet Therapy Team with TMH Animal Therapy.
- Frequently volunteer for local events such as the airport disaster exercise, the Longest Table event, 4-H Forestry Club, Active Shooter exercises, Press the Chest, San Luis Mission Blessing of the Animals event, and many others.
- Deploy as a volunteer with the ASPCA and the HSUS throughout Florida and to other states on hoarding cases, cruelty cases, and dogfighting cases to care for the animals.
- Volunteer judge for National History Day state competition for the last 14 years.

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Subject: Animal Classification Committee

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As you know, there are two vacant seats on the Animal Classification Committee (1-Licensed Veterinarian & 1-Informed Citizen). In addition, the terms of the following members will expire on December 31, 2023:

3	Brown, Sondra	01/26/2021	1	01/26/2021	12/31/2023	3 Year(s)	Licensed Veterinarian	Board of County Commissioners
4	Blount DVM, Elizabeth Danta	01/26/2021	1	01/26/2021	12/31/2023	3 Year(s)	Licensed Veterinarian	Board of County Commissioners
6	Cook, Haven Barbara	01/26/2021	1	01/26/2021	12/31/2023	3 Year(s)	Informed Citizen	Board of County Commissioners
7	Finer, Bobbie Jo	01/26/2021	1	01/26/2021	12/31/2023	3 Year(s)	Informed Citizen	Board of County Commissioners

Please reach out to these member to see if they will be seeking reappointment to the Animal Classification Committee. If they are please ask them to complete a new application. Anyone interested in applying may complete the online application using the following link:

https://www2.leoncountyfl.gov/Committees/Committees/Committee/1155

The application deadline is November 20, 2023, in order for me to include the appointments on the BOCC Dec. 12th meeting agenda.

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ANIMAL CLASSIFICATION COMMITTEE

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Ms. Bobbie Jo Finer | **Date:** 9/26/2023 10:26:45 PM

Home Address:	5076 Sweet Basil Jane St Tallahassee, FL 32311	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 339-7272	**Do you own property in the Tallahassee City Limits?**	No
Primary Email:	bobbiejo44@icloud.com	**How many years have you lived in Leon County?**	34

(EMPLOYMENT INFORMATION)

Employer:	Retired	**Work Address:**	5076 Sweet Basil Jane St Tallahassee, FL 32311
Occupation:	Lawyer		
Work/Other Phone:		**Work Email:**	

(OPTIONAL)

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

Race: White **Gender:** F **Age:** 75

District: **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Stephanie Bell	**Name:**	Amy Handy
Address:	720 South Ride, Tallahassee Florida	**Address:**	2396 Grassroots Way, Tallahassee, Florida
Phone:	(850) 284-4870	**Phone:**	(850) 322-8637

Resume Uploaded? No

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

I have not participated in any committees other than the Classification Committee. I have a Bachelors in Science degree from the University of Tennessee, and a J.D. from the University of Florida School of Law. I also worked as an Assistant General Counsel at the Florida Department of Community Affairs prior to my retirement.

Following my retirement in 2010, I worked for a year with Stephanie Bell running a dog daycare at the facility of a Tallahassee veterinarian. Since 2006, I have been a handler and an evaluator with Tallahassee Memorial Healthcare Animal Therapy. I've also attended a number of seminars on dog training, and have trained my own dogs to be therapy dogs.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *Yes*

If yes, on what Committee(s) are you a member? *Animal Classification Committee*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

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

- [ ] County Sheriff, or designee
- [ ] Licensed veterinarian
- [x] Informed Citizen, who demonstrate by training, education, experience or employment, both an interest in animal welfare and control, and the objectivity and demeanor to fairly hear animal classification cases.

  Please explain your qualifications: *Have worked in a dog day care facility. Have taken seminars on dog training. Have taken several dog training courses and trained 8 dogs over the last 16 years. Have volunteered with the Tallahassee-Leon County Animal Shelter Have participated and trained with the TMH Animal Therapy program for 17 years*

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

Signature: Ms. Bobbie Jo Finer

The application was electronically sent: 9/26/2023 10:26:45 PM

From: Cara Aldridge
To: Mary Smach
Subject: RE: Animal Classification Committee
Date: Friday, October 20, 2023 10:20:03 AM
Attachments: image005.png

Mary,

I will reach out to Dr. Blount today to see if she is still interested.

Dr. Blount, Bobbi Jo Finer and Haven Cook all attended the 1 Dangerous Dog hearing we had. Unfortunately, Dr. Brown's schedule did not allow her to attend that particular hearing.

Respectfully,

Cara Aldridge
Director
Leon County Animal Control
911 Easterwood Dr
Tallahassee FL 32311
(850)606-5400



From: Mary Smach <SmachM@leoncountyfl.gov>
Sent: Thursday, October 19, 2023 1:20 PM
To: Cara Aldridge <AldridgeC@leoncountyfl.gov>
Subject: FW: Animal Classification Committee

Hi Cara,

I've received applications from everyone except Dr. Elizabeth Blount. Is she interested in being reappointed? Also, are you expecting another veterinarian to apply for the 3rd vacant veterinarian seat?

As you may know, the BOCC has requested attendance records for all members seeking reappointment. Would you please send me the attendance records for the members current terms which began January 26, 2021?

Regards,
Mary



From: Mary Smach <SmachM@leoncountyfl.gov>
Sent: Wednesday, September 6, 2023 12:02 PM
To: Cara Aldridge <AldridgeC@leoncountyfl.gov>
Subject: Animal Classification Committee

Hi Cara,

As you know, there are two vacant seats on the Animal Classification Committee (1-Licensed Veterinarian & 1-Informed Citizen). In addition, the terms of the following members will expire on December 31, 2023:

3	Brown, Sondra	01/26/2021	1	01/26/2021	12/31/2023	3 Year(s)	Licensed Veterinarian	Board of County Commissioners
4	Blount DVM, Elizabeth Danta	01/26/2021	1	01/26/2021	12/31/2023	3 Year(s)	Licensed Veterinarian	Board of County Commissioners
6	Cook, Haven Barbara	01/26/2021	1	01/26/2021	12/31/2023	3 Year(s)	Informed Citizen	Board of County Commissioners
7	Finer, Bobbie Jo	01/26/2021	1	01/26/2021	12/31/2023	3 Year(s)	Informed Citizen	Board of County Commissioners

Please reach out to these member to see if they will be seeking reappointment to the Animal Classification Committee. If they are please ask them to complete a new application. Anyone interested in applying may complete the online application using the following link:

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The application deadline is November 20, 2023, in order for me to include the appointments on the BOCC Dec. 12th meeting agenda.

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ANIMAL CLASSIFICATION COMMITTEE

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

Name: Mr. Travis Diggs

Date: 10/1/2023 2:27:22 PM

Home Address:	2311 St. Augustine Rd Apt B Tallahassee, FL 32301	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	No
Home Phone:	(850) 509-0904	**Do you own property in the Tallahassee City Limits?**	No
Primary Email:	TravisDiggs1@gmail.com	**How many years have you lived in Leon County?**	27

(EMPLOYMENT INFORMATION)

Employer:	None	**Work Address:**	
Occupation:	Full-Time Student		
Work/Other Phone:		**Work Email:**	

(OPTIONAL)

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

Race: Black or African American **Gender:** M **Age:** 37

District: District I **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Karen Moore	**Name:**	
Address:	3900 Commonwealth Blvd, Tallahassee, FL 32399	**Address:**	
Phone:	(850) 245-8864	**Phone:**	

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

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

- [ ] County Sheriff, or designee
- [ ] Licensed veterinarian
- [x] Informed Citizen, who demonstrate by training, education, experience or employment, both an interest in animal welfare and control, and the objectivity and demeanor to fairly hear animal classification cases.

  Please explain your qualifications: *The environment is the true foundation of our economy. Especially here in the state of Florida. From South Florida to North Florida, we have some of the most incredible scenery in the world. In addition, the state's great environment includes all the beautiful species of animals harbored in our Wildlife Corridor, springs, and bodies of water like the Everglades. So, because the environment is a massive contributor to our economy, our animals also play a huge part. Whether domestic or wild, they are essential. My education in animal welfare and control started in my childhood. I'm a son of Tallahassee and raised in Lake Jackson. Furthermore, my experience and employment stemmed from the opportunity to work on a Six Sigma project with the City of Tallahassee. In this project, my colleagues and I, "Endless Pawsabilities," were tasked with improving the Animal Shelters K9 process for steps and number of days it takes a K9 to find a home.*

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

Signature: Mr. Travis Diggs

The application was electronically sent: 10/1/2023 2:27:22 PM

Travis Diggs
Tallahassee , FL 32393 | 850) 509-0904 | TravisDiggs1@gmail.com LinkedInlinkhere

EDUCATION

FLORIDA STATE UNIVERSITY, School of Information — **Tallahassee, FL**
Master's in Information Technology — August 2024

FLORIDA STATE UNIVERSITY COLLEGE OF LAW — **Tallahassee, FL**
DISCIPLINE: Cybersecurity, Privacy, and Technology Risk Management. — August 2023
ACTIVITIES:

- Federalist Law Society
- Environmental Law Society

FLORIDA A&M UNIVERSITY — **Tallahassee, FL**
Cum Laude, B.A., Interdisciplinary Studies — July 2021

RELEVANT COURSEWORK

Risk Management and Compliance| Law and Risk Management | Cybersecurity Breach Response: Investigation, Mitigation, and Remediation| Technology Fundamentals for Cybersecurity, AI, and Beyond | Business Organization| Workplace Privacy and Cybersecurity, and Enterprise Risk Management.

CERTIFICATIONS

Florida Sterling Council — **Tallahassee, FL**
Lean Six Sigma Green Belt, DMAIC, Project Management, and Yellow Belt Certification — October 2020

ACADEMIC PROJECTS

Enterprise Risk Management - Skill Assessment - Risk Management Frameworks, Principles, and Drivers - April 2023

- Conducted SWOT analysis.
- Gauged the organization's risk appetite/tolerance.

Workplace Privacy and Cybersecurity - Skill Assessment - Flexible Working Model and Employee Monitoring, Privacy, and Data Security Liability - April 2023

- Discussed the role of flexible working models and the associated legal risk management issues.

Business Organizations - Skill Assessment - Compliance Risk - The Incorporation Process - Certificate of Incorporation, Bylaws, Capitalization, and Good Standing - April 2022

- Explained the corporate law requirements for a certificate of incorporation and bylaws.

Student Government Association (SGA) - Homecoming Sterling Committee, Local Business Sponsorship Coordinator - August 2020

- Worked with the Faculty/Staff Co-Chair to organize and identify sponsorships from local and national businesses and corporations.
- Created a user-friendly sponsorship packet and built and maintained healthy relationships with sponsors for homecoming and future events.

WORK EXPERIENCE

Navy Federal Credit Union — **Pensacola, FL**
Summer Intern - Risk Management, Information Services Department (ISD) — May 2023 – August 2023

- Conducted incident response risk calculation assessments to judge the scalability and prioritize potential risks.
- Contacting and working with risk owners to learn potential risk issues and drafting a risk analysis that provides the problem and solutions for remediation.
- Analyze information, requirements, data, work quality, work methods, processes, service-specific practices, standards, and metrics/statistics.
- Interpret results of analysis; present recommendations, including alternatives and implications.
- Collaborate with other business units to analyze and improve processing procedures and resolve problems.
- Analyze policy, procedure, and product changes; determine the impact on the group functions.

- Identify and analyze opportunities for new and/or improved processes, data, or technology; provide a clear picture of possible outcomes.
- Work with peers, business units and/or project teams, and vendors to ensure business needs are fully communicated, documented, and satisfied.
- Compile, review, and prepare data to be used by analysts and management to analyze operations, services, and products.
- Analyze information to produce analytically driven inferences and hypotheses to generate actionable recommendations.

RE-ELECT ALLISON TANT FOR STATE HOUSE DISTRICT 9 **Tallahassee, FL**
Campaign Intern May 2022 – July 2022

- Assisted in managing social media feeds daily and worked with the Research and Communications Directors to synthesize policy issues for messaging.
- Assisted in the creation of messaging materials.
- Wrote briefings for the candidate on various legal policy issues and worked with the Research and Communications Directors to synthesize policy issues for messaging.
- Analyze and research pressing statewide legal policy issues.

FLORIDA HOUSE OF REPRESENTATIVES **Tallahassee, FL**
Legislative Intern January 2022– April 2022

- Spoke and worked with legislators, lobbyists, and committees, gaining an exclusive, behind-the-scenes perspective on Florida politics.
- Conducted research, wrote legislative summaries, briefed representatives, prepared amendments, and communicated with constituents.
- Coordinated appointments, and provided support for office functions and events.
- Assisted with general filing as well as office organization and maintenance.
- Organized and maintained electronic records, ensuring accuracy and accessibility utilizing various systems and databases.
- Assists in answering main phone lines and maintaining office e-mail accounts.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION **Tallahassee, FL**
Government Analyst August 2021– January 2022

- Examine debris invoices to guarantee billing precision and determine any errors.
- Provided quality control for all data and invoices.
- Reexamination contracts to confirm that anything billed on an invoice is allowable.
- Reviewed articles on debris invoices for eligibility for FEMA rebate.
- Manage occasional customer complaints and sustain office safety by complying with safety guidelines and enforcing OSH policies.

CITY OF TALLAHASSEE TECHNOLOGY AND iNNOVATION **Tallahassee, FL**
Administrative Aide May 2019 - November 2020

- Merged existing segments in SharePoint (e.g., InfoPath documents, MS Office Applications such as Outlook, Excel, and PowerPoint.)
- Maintained, analyzed, install, and resolved first-level desktop computer and computing appliance issues for the organization's end-users, including (but not limited to) answering questions, providing advice, and troubleshooting hardware and software problems using diagnostic tools and/or troubleshooting procedures.
- Operated computer systems and peripheral equipment for the execution of production and test programs. Loads and unloads tapes and programs.
- Maintained records of operations.
- Assisted technical superiors in planning and gathering data for computer analysis. Assisted in updating and maintaining computerized records and in producing reports.
- Analyzes less complex data storage, selection, and computation problems. Performs cleaning and minor maintenance and adjustments on specified equipment under direct supervision. Performs related work as required.

CITY OF TALLAHASSEE UNDERGROUND UTILITIES AND PUBLIC INFRASTRUCTURE **Tallahassee. FL**

Administration Aide
2019

January 2019 - May

- Produced weekly utility consumption and monetary appropriation reports. Tax planning and audit support for fiscal auditing reports.
- Helped the finance office with their managerial and financial work while satisfying the organization's bookkeeping necessities.
- Examined financial statements for mistakes and made adjustments accordingly.
- Used numerous software applications to input financial records into the filing system. ● Merged existing segments in SharePoint (e.g., InfoPath documents, MS Office Applications such as Outlook, Excel, and PowerPoint.)
- Assisted in tax provision schedules by reviewing, preparing, and consolidating provision schedules.
- Helped file federal, state, and local tax documents by preparing property tax returns, state pages, federal, state, and municipal returns extensions, and quarterly payments.
- Organized and managed all tax reports, statements, and documents.
- Assisted in banking operations related to determining financial objectives and preparing & implementing systems, policies & procedures for streamlining the banking operations.
- Helped prepare quarterly and annual reports while ensuring all tax reports complied with government tax rules and regulations.

SKILLS

Technical: Microsoft Word, Excel, PowerPoint, Google Drive, Zoom
Social Media: Instagram, Twitter, Snapchat, Facebook, TikTok
Programming Languages: SQL

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ARCHITECTURAL REVIEW BOARD

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mr. Pierce Todd Withers | **Date:** 11/14/2023 8:35:23 PM

Home Address:	527 Oakland Avenue E Tallahassee, FL 32301	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 653-6936	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	piercewithers@gmail.com	**How many years have you lived in Leon County?**	50

(EMPLOYMENT INFORMATION)

Employer:	Self-Employed	**Work Address:**	Post Office Box 48 Tallahassee, FL 32301
Occupation:	Freelance Writer		
Work/Other Phone:	(850) 653-6936	**Work Email:**	Piercewithers@gmail.com

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 59

District: District I **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Hon. John Dailey	**Name:**	Ms. Katee Tully
Address:	City Hall 300 South Adams Street Tallahassee, FL 32301	**Address:**	909 Circle Drive Tallahassee, FL 32301
Phone:	(850) 891-8181	**Phone:**	(727) 729-1798

Resume Uploaded? No

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

Pierce Todd Withers is a native of Leon County, and a passionate supporter of preserving, culitvating, and promoting the historical and cultural resources of the Red Hills Region of Florida. His past community service includes chairing the Tallahassee-Leon County Canopy Roads Citizen's Committee, as founding chair of the American Heart Association Ball, and holding several leadership roles in area faith-based organizations. A freelance writer, Pierce worked as a substitute grade school teacher during the COVID-19 pandemic to help alleviate the shortage of educators. He holds both the Master of Theology and Master of Divinity degrees from Andover Newton Theological School. As a doctoral fellow at Palm Beach Atlantic University, his scholarly agenda investigates the practice and potential of walking pilgrimages to promote spiritual healing and wellbeing, and their capacity to offer opportunities for community building and racial reconciliation. Pierce has walked over 1,300 miles on Spain's El Camino de Santiago pilgrimage route, and published his first book about pilgrimage in 2019. His research has led him to many important historic pilgrimage and procession sites around the world. His current writing project focuses much closer to home, as he explores local pilgrimages to Red Hills Region historical sites as a pathway towards coming to terms with our area's complicated history of race and power relations. He is currently restoring his home, the historic Wade Wehunt House in the Meyers Park Historic District, where he lives with his partner and two dogs. Pierce brings a deep working knowledge and appreciation of Tallahassee-Leon County history and culture to his work, and welcomes the opportunity to give back to the community that has been such an important part of his life.

(COMMITTEE QUESTIONNAIRE)

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Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

If Yes, on what Committee(s) have you served? *Tallahassee-Leon County Citizen's Canopy Roads Committee*

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members on this Board must be a Leon County resident or Leon County property owner.

ARB members must represent one of the membership eligibility criteria as listed below. Please indicate which category you represent.

- [x] Owner of property zoned with Historic Preservation Overlay (HPO).

  Please provide the address of owned property with HPO: *The Historic Wade Wehunt House, 527 Oakland Avenue East, Tallahassee, FL 32301*
- [ ] Member of American Institute of Architects
- [ ] Member of Tallahassee Trust for Historic Preservation, Inc.

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

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

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

Signature: *Mr. Pierce Todd Withers*

The application was electronically sent: 11/14/2023 8:35:23 PM

PROPERTY INFORMATION SHEET

PROPERTY INFORMATION
HTTPS://TINYURL.COM/LEONCOFLPA
850.606.6201

Property ID:	3106300050240
Mailing Address:	PO BOX 48 TALLAHASSEE FL 32302
Subdivision:	COUNTRY CLUB ESTATES
Certified Tax District:	CITY
Certified Market Value:	$ 210684
Save Our Homes Value:	$ 210684
Certified Exempt Value:	$ 0
Certified Taxable Value:	$ 207743

ADDRESSING INFORMATION
HTTPS://TINYURL.COM/COTADDRESSING
850.891.7001

Site Address:	527 OAKLAND AVE E
City Limits:	IN

PROPERTY TAX INFORMATION
HTTPS://TINYURL.COM/LEONCOTAX
850.606.4700

Property Tax:	$ 4036

ZONING & LAND USE INFORMATION
HTTPS://TINYURL.COM/TALGOVPLANNING
850.891.6400

Zoning District: https://tinyurl.com/TalGovZoning	RP-2
Zoning Code: https://tinyurl.com/TalGovZoning	Residential Preservation-2
Future Land Use: https://tinyurl.com/LeonCoFutureLandUse	Residential Preservation
Historic Preservation Overlay:	Yes
Urban Service Area:	Yes

PLANNING AREAS

Downtown Overlay:	No
Multi-Modal Transportation District:	Yes
Springs Protection https://tinyurl.com/SpringsProtection / Priority Focus Area https://tinyurl.com/PriorityFocusArea	No / No
Advanced Wastewater Treatment Required: https://tinyurl.com/WasteWaterPlan	No
Southside Action Plan:	No
Canopy Road Protection Zone:	Not Present

ECONOMIC INCENTIVE AREAS
HTTP://OEVFORBUSINESS.ORG/
850.219.1080

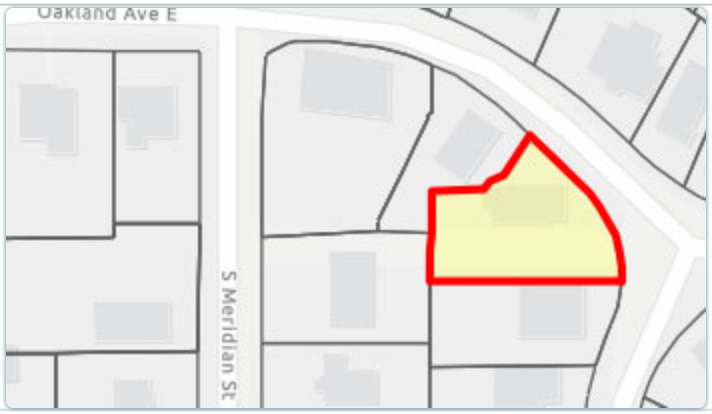
Downtown Community Redevelopment Area:	No
Frenchtown/Southside Community Redevelopment Area:	No
Historically Underutilized Business Zone:	No
Urban Jobs TCA:	No

SCHOOL ZONE INFORMATION
HTTPS://TINYURL.COM/LEONCOSCHOOLZONE
850.487.7110

Elementary School:	Hartsfield Elementary School
Middle School:	Cobb Middle School
High School:	Rickards High School

EMERGENCY SERVICES INFORMATION

Police District: https://tinyurl.com/TalGovPublicSafety	SOUTHERN
Police Area:	SE
Police Beat:	7
Sheriff District: http://www.leoncountyso.com	LC Sheriff
Fire Response Zone: https://tinyurl.com/TalGovFire	Fire Station No. 1
Fire Station Address:	327 N. ADAMS ST



ELECTIONS INFORMATION
HTTPS://WWW.LEONVOTES.ORG
850.606.8601

Voter Precinct:	5201
Poll Location:	Parks & Recreation Dept.
Poll Address:	1201 Myers Park Dr
School Board Dist.:	2
School Board Rep.:	Rosanne Wood
Phone:	850-487-7110
County Comm Dist.:	5
County Comm.:	David O'Keefe
Phone:	850-606-5365
County Comm At-Large:	Carolyn Cummings
Phone:	850-606-5369
County Comm At-Large:	Nick Maddox
Phone:	850-606-5367
Mayor:	John E. Dailey
Phone:	850-891-2000
City Comm.:	Jacqueline Porter
City Comm.:	Curtis Richardson
City Comm.:	Jeremy Matlow
City Comm.:	Dianne Williams-Cox
Phone:	850-891-8181
FL House Dist.:	9
FL House Rep.:	Allison Tant
Phone:	850-717-5009
FL Senate Dist.:	3
FL Senate Rep.:	Corey Simon
Phone:	850-487-5003
US Congress Dist.:	2
US Congress Rep.:	Neal Dunn
Phone:	850-891-8610

FLOOD INFORMATION
HTTPS://TINYURL.COM/TALGOVFLOOD
850.891.7001

Flood Management Agency:	City Of Tallahassee Land Use and Environmental Services (850) 891-7001 option #4
Special Flood Hazard Area Designation:	

FEMA Disclaimer: The flood plain information shown here only represents special flood hazard areas identified by FEMA on the Flood Insurance Rate Maps (FIRM) This information may not represent all potential flood hazards on a property; unmapped floodplains and/or other sources of flooding may be present. Areas located outside the FEMA Flood Zones on this map and outside any unmapped flood zones are located in a moderate-to-low risk or an undertermined-risk area. Contact the agency above for more information.

Note: This product has been compiled from the most accurate source data available in the public records of Leon County. For more information visit: tlcgis.org

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
JOINT CITY/COUNTY BICYCLING WORKGROUP

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mr. Bradford Tierno | **Date:** 7/12/2023 8:07:03 AM

Home Address:	3081 Merchants Row Blvd Tallahassee, FL 32311	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(520) 204-6668	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	2.bradford@gmail.com	**How many years have you lived in Leon County?**	1

(EMPLOYMENT INFORMATION)

Employer:	retired	**Work Address:**	
Occupation:	Math teacher		
Work/Other Phone:		**Work Email:**	

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 73

District: District V **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	John Meister	**Name:**	Jared Farley
Address:	Pine Winds Blvd Oldsmar, Florida 34677	**Address:**	35435 SE 47th Pl Fall City, WA 98024
Phone:	(813) 240-0019	**Phone:**	(206) 849-7415

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

I appreciate the opportunity to serve the community. I want to begin by stating that I am an avid bicyclist. I have worked on committees for schools and organizations my whole life. I volunteer as someone who understands budgets and wants to make Tallahassee a more bicycle-friendly town by allocating resources in a frugal and prudent manner.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members should be representatives of one of the following membership eligibility criterias. Please indicate your area of expertise.

- [ ] Cycle-related non-profit organization
- [x] State/local agency

  Please explain: *I have served on several PTA Boards. I have served on youth sports boards. I was active in a teacher association. I was the treasurer of an HOA.*
- [x] Bicycle group

  Please explain: *I was part of a cycling group that culminated in a long-term bike tour of the east end of Long Island.*
- [ ] Local bicycle business
- [x] Other

  Please explain: *I am a lifelong bicyclist. I have a great interest in safely expanding our bike trails and lanes.*

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

Signature: Mr. Bradford Tierno

The application was electronically sent: 7/12/2023 8:07:03 AM

Brad Tierno

3081 Merchants Row Blvd
Tallahassee, FL 32311

520-204-6668

2.bradford@gmail.com

SUMMARY

I believe that I have education, job experience, life experience and interest to make me useful member of the planning committee.

EXPERIENCE

Math Teacher: Department Head
Tucson Arizona 2005-2014
Position as a teacher of Mathematics: Geometry, Algebra, PreAlgebra, Mathematics A, Mathematics B

Tiernomath: Math Tutoring Business
Owner/Operator 2014-2020
Tucson AZ, Palm Harbor FL
Small business **owner?operator**: Tutoring service in Algebra, PreAlgebra, Mathematics A, Mathematics B

Hauppauge Hardware
Sales Associate, clerk
Hauppauge, NY 1983-1985
Assisted homeowners in troubleshooting and purchasing supplies for home repairs.

M&S Sprinklers: Lawn Irrigation Business
Long Island, New York
Small business **owner?operator**: installation, troubleshooting, and repair of in-ground irrigation systems and plumbing connections to water system.
1985-1990

Central Islip Public School: Remedial Math Teacher-Middle Grades
Central Islip, Long Island, New York
1980-2004

Staff Development Center of the Islips: Director and Computer Instructor
Islip, New York
Director of Computer Training Center for Teachers and SRP
1990-1995

EDUCATION

Hauppauge High School
Long Island, New York
NYS Regents High School Diploma
Degree 1967

Adelphi University
Long Island, New York
Bachelor of Arts
Degree 1971

Adelphi University
Long Island, New York
Master of Arts
Degree 1975

SKILLS

- A Great variance of experiences
- A continuing interest in the community of my residence
- Avid bicylist
- Drivers license

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE SPORTS COUNCIL

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mr. Douglas S Bell | **Date:** 7/12/2023 3:34:54 PM

Home Address:	216 Hawk Meadow Drive TALLAHASSEE, FL 32312	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 510-7146	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	doug.bell@MHDfirm.com	**How many years have you lived in Leon County?**	25

(EMPLOYMENT INFORMATION)

Employer:	Metz Husband & Daughton	**Work Address:**	119 South Monroe Street tallahassee, FL 32312
Occupation:	attorney		
Work/Other Phone:		**Work Email:**	doug.bell@mhdfirm.com

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 54

District: **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Marjorie Turnbull	**Name:**	Farrukh Alvi
Address:	Westminster Oaks	**Address:**	FSU
Phone:	(850) 443-4138	**Phone:**	(850) 591-7893

Resume Uploaded? No

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

Doug Bell focuses his practice on government affairs and administrative law, where he has worked in various policy areas focusing on healthcare, insurance, general business issues, and various local government issues.

He has garnered an AV® Preeminent distinction, the highest available mark for professional excellence from Martindale-Hubbell's Peer Review Ratings. Doug has also been noted in Florida Trend Magazine as a member of the Florida Legal Elite, and has been listed among The Best Lawyers in America® publication.

Doug has served on many not-for-profit boards over the years and he is the former chairman of the Tallahassee Community College Foundation and the former chairman of the Tallahassee Ronald McDonald House. Other relevent boards include: Tallahassee Visitors & Convention Bureau, Chenoweth Committee of the Gulf Winds Track Club, current president of the Tallahassee Mountain Bike Association.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

If Yes, on what Committee(s) have you served? *Tallahassee Visitors and Convention Bureau*

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members on this committee shall have have demonstrated experience and interest in aspects of sports within Leon County, and must meet one of the following criteria

- ☐ Employee of FAMU Athletics
- ☐ Employee of FAMU Campus Recreation
- ☐ Employee of FSU Athletics
- ☐ Employee of FSU Campus Recreation
- ☐ Representative from the Leon County School Board
- ☐ Employee of Leon County Schools Activities & Athletics
- ☐ Employee of the Tallahassee Community College Athletics
- ☐ Employee of Tallahassee-Leon County Civic Center

- [ ] Employee of Tallahassee Orthopedic & Sports Physical Therapy
- [x] County resident who has demonstrated experience and interest in aspects of sports within Leon County

Please explain: *I was a serious runner and triathlete for 10+ years and participated in many races in Tallahassee. I currently serve on the Chenoweth Committee of the GWTC which provides funding to needy running related organizations. I have volunteered at many local running races, I have served as Race Director for a local foot race for over 5 years, and I current serve as race director of a local duathlon. I am a long time mountain bike rider, and I am currently the president of the Tallahassee Mountain Bike Association. I have ridden my bicycle along roads of Leon and surrounding roads for many years.*

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

Signature: Mr. Douglas S Bell

The application was electronically sent: 7/12/2023 3:34:54 PM

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE SPORTS COUNCIL

It is the applicant's responsiblity to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncoutyfl.gov.

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

Name: Ms. Susan N Burton | **Date:** 2/23/2022 7:40:38 AM

Home Address: [redacted]

Home Phone: [redacted]

Email: [redacted]

Do you live in Leon County?	Yes
Do you live within the City limits?	No
Do you own property in Leon County?	Yes
Do you own property in the Tallahassee City Limits?	Yes
How many years have you lived in Leon County?	26

(EMPLOYMENT INFORMATION)

Employer: Tallahassee Police Department
Occupation: Sergeant on Patrol
Work/Other Phone: (850) 544-2890
Work Address: 234 E. 7th Avenue, Tallahassee, FL 32321

(OPTIONAL)

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

Race: White **Gender:** F **Age:** 47
District: District II **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Fr. Bill Krizner	**Name:**	Donna Strickland
Address:	4784 Thomasville Rd, Tallahassee, FL 32312	**Address:**	1210 Highway 73, Marianna, FL 32448
Phone:	(850) 321-4923	**Phone:**	(850) 528-0207

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

My resumes speaks for itself, however my vision for Tallahassee and increasing and improving sports, especially in the area of basketball will be an asset to the committee and the citizens of Tallahassee. I am going on 24 years with the Tallahassee Police Department and will bring a great amount of experiecne and insight to the committee. I thank you for your consideration.

-Susan Burton

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

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

Please complete the Leon County Government Public Records Exemption Request.

Members on this committee must be a resident of Leon County.

The membership criteria for the six at-large members is that they have demonstrated experience and interest in aspects of sports within Leon County.

Please provide an explanation of your interest and experience in aspects of sports within the County: *I have coached basketball in Leon County/City of Tallahassee and at various schools since 1996. I also run the business Tarmac Basketball so have an very good understanding of the needs of various players within Leon County.*

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

Signature: Ms. Susan N Burton

The application was electronically sent: 2/23/2022 7:40:38 AM

Susan Newhouse Burton

[redacted]

Experience

Patrol Operations Bureau – Sergeant

2020 – Present

- Supervise squad, assist with calls for service and run high risk incidents scene under the FEMA ICS model.
- Complete reports, use of force reports, yearly evaluations and oversee time and attendance processes.
- Routinely testify in court proceedings and depositions
- Submit subordinates for various awards as well as oversee any discipline issues that might arise.

Criminal Investigations – Investigator – Court Liaison

2019 – Present

- Complete various records management duties and be a liaison between the State Attorneys office and the Tallahassee Police Department.
- Provide copies of evidence, reports, etc. to assist Assistant State Attorneys and investigators prepare for trial. Maintain chain of custody to make copies of evidence from Property and Evidence for the SAO.
- Complete offense and arrest reports and routinely testify in court and depositions.
- Maintain interpersonal and external relationships with judges, state attorneys, defense attorneys, various members of the judicial system, investigators and citizens.
- Submit staff summary to implement CIB Lounge to assist with morale and provide a destress area for investigators. Staff summary was accepted and implemented.
- Provide a more efficient format for investigators regarding arrest warrants and packages to be taken to the Clerk's office, Judges Chambers and SAO.
- Streamlined the digital process via LRMS for both the SAO, investigators and DUI packets. Resulted in a reduction in the use of the reams of paper for CIB which will potentially save the budget by $7200 – 10,000 ($26.65/ream x 12 months), due to no longer needing to complete paper state attorney packets. The supply of reams of paper to CIB was reduced between 20-30 each month since the implementation.
- CVSA (Computer Stress Voice Analysis) Examiner – conduct exams for both sworn and non-sworn applicants for the Tallahassee Police Department

Criminal Investigations – Investigator – Property Crimes Task Force
Criminal Investigations – Investigator – Auto Theft – Property Crimes

2015 – 2019

- Dual sworn with the Leon County Sheriff's Office
- Complete offense and arrest reports routinely testify in court and depositions.
- Work case load, arrest/search warrants and perform various administrative duties
- Maintain interpersonal and external relationships with judges, state attorneys, defense attorneys, various members of the judicial system, investigators and citizens.
- CVSA (Computer Stress Voice Analysis) Examiner – conduct exams for both sworn and non-sworn applicants for the Tallahassee Police Department.

Emergency Management Team Member
2005 - Present

- Planning Section – Hold positions as Resource Unit Manager, Deputy Plans Chief, SitRep Leader, Document Leader of the Emergency Management Team for the City of Tallahassee to include training as well as both partial and full activations at State and City of Tallahassee Emergency Operation Center.
- Activations include: Hurricane Katrina -2005 -OPS, TS Colin -2016, Hurricane Hermine -2016, Hurricane Irma -2017, Hurricane Michael 2018 (EOC and Deployment to Jackson and Bay County)
- Prepare, assist and train for the potential effects of an emergency or disaster.
- Trained as Public Information Officer/Emergency Operations Center for a major incident or if assigned to Incident Command.
- Participate in training, partial and full activations at both State and City of Tallahassee Emergency Operation Center

Awards Board Committee Member
2008 - 2018

- Assist/vote in the review and preparation of officer/citizen award submissions, ceremonies, and tasks associated with this committee.
- Perform various administrative duties to assist in preparation of awards ceremony (i.e., complete certificates, letters, collections of uniform pins, etc.)

Field Training Officer - Patrol Officer
2013 – 2015
2005 - 2006

- Supervise and train new officers. Record new officers progress in ADORE program.
- Complete offense and arrest reports routinely testify in court and depositions.
- Perform duties of Acting Sergeant indefinitely in absence of sergeant.
- Member of **P1 CAD Training and Configuration Team.**

Patrol Officer
2013 -2015, 2002 - 2004, 2000 - 2001

- Perform duties of Acting Supervisor, routinely testify in court and at depositions and perform duties expected of a patrol officer as stated per DST 4.
- Complete follow up and closure of various cases for the Criminal Investigations Unit.

Background Investigator – Light Duty Status
2015

- Assist with recruiting, recruiting fairs and general recruiting duties and tasks.
- Complete CVSA's
- Conduct background investigations and assist applicants with pre-employment requirements.
- Mentor potential applicants.

Telestaff Administrator – Configuration and Team Leader/Manager

2011 - 2015

- Team leader in implementation of project. Manage meetings and training for the entire police department. Conduct status presentations to command staff.
- Configure and organize structure of database within Telestaff. This included but not limited to entering all TPD personnel into database and ensuring it was parallel with Departmental Organizational Chart. Configure shifts, rosters, rules and authorities for different units and personnel for the use in Telestaff.
- Participate in numerous web and conference calls with Telestaff/Kronos administrator and work within a deadline to ensure project goes "live" before 2012.

Adjunct Public Information Officer (3 years)

2010 – 2013

- ***Although this was an adjunct position, over the course of three years, I was often in a full-time capacity, while performing my other duties as a CRU officer and took on full time on call duties, as well as training new PIO's.***
- Complete press releases and live interviews for the media with respect to protocol.
- Maintain positive internal and external relationships within the police department, City of Tallahassee employees, the media and citizens.
- Be proficient in Microsoft Word and Adobe.
- Follow Chain of Command and Incident Command procedures.
- Assist in organizing press conferences, both internal and with multi-agencies being involved.
- Create PIO Training Curriculum and training adjunct PIO's
- Assist in training new adjunct PIO's.

Community Relations Officer (6.5 years)

2006 - 2013

- Oversee different projects, programs and resources within unit and agency
- ACNW Coordinator, radKID's Coordinator, Community Relations Officer
- Attend Neighborhood Watch meetings and Homeowner Association meetings.
- Prepare presentations/ events for various local and national community events.
- Implement Training Manual for new Community Relations Officers.
- Initiate and implement ACNW program- Apartment Complex Neighborhood Watch (over 70 participants to this date)
- Assist in Nuisance Abatement projects; work with various other City of Tallahassee departments (Code Enforcement, Neighborhood Services, etc.)
- Initiate "**Operation Evac**" – Nuisance Abatement project
- Coordinate and Instruct radKID's (resisting aggression defensively- a self-empowerment safety program for kids ages 7 –12)
- Complete follow up for cases in Criminal Investigations Division.
- Proficient in Microsoft Outlook, Word, Excel, PowerPoint, Moviemaker, Publisher.
- Proficient in data mining software and research tools
- Volunteer in various charity functions; Police Unity Tour, Cops and Lobsters-Law Enforcement Torch Run for Special Olympics, Heart Walk.
- Perform duties of Acting Supervisor in the absence of current supervisor.

- Member of Facebook Committee for Tallahassee Police Department
- Member of Committee to form presentation to Human Relations Council
- Member of Anniversary Yearbook Project, Assistant Team Leader

Vice and Narcotics Investigator

May 2002 – December 2002, General Narcotics Unit

- Manage criminal investigations cases as they pertain to street level narcotics.
- Prepare and execute arrest and search warrants.
- Participate undercover role during street level operations.
- Participate in usage of undercover surveillance equipment and surveillance techniques.
- Participate in Federal wiretap. Assist FBI with major financial fraud case.

Community Orienting Policing and Problem-Solving Squad (< 6 months -transferred to Vice)

March 2002 - May 2002

- Participate in solving various community-oriented quality of life issues.
- Assist Vice and Narcotics in executing search warrants.
- Patrol various areas of town on bicycles and perform duties expected of a police officer.

Public Safety Communications Operator (1 year)

1998 - 1999

- Dispatch various calls to officers through the city for both Fire and Police.
- Perform call taking duties both on 911 and non-emergency line.
- Assist officers in the field to successfully complete their duties via researching calls for service, police reports, administrative reports, and trespass warnings.
- Check wanted persons'/vehicle registrations for officers in the field.
- Work with various departments both external and internal to assist with the completion of various tasks required of a dispatcher.

Education/Training

Keiser University, Tallahassee, FL

2017- 2019 – Master's in Business Administration – Business Management

Florida State University, Tallahassee, FL

1996 - 1999 – Bachelor's in Science, majoring in Criminology and a minor in Social Science Education.

Tallahassee Community College, Tallahassee, FL

1995-1996 – Associate in Arts

Law Enforcement/Emergency Management/Professional Training

- Staff Inspections
- Computer Voice Stress Analysis Examiners Course
- Crimes Against Children Conference
- PIO Conference (FLEPIOA)

- Interview and Interrogations
- IPTM Crime Scene Procedures
- CMS Instructor Techniques
- Field Training Officer
- Narcotics Investigations
- DEA Tactical Firearms and Vehicle Stops
- Domestic Violence
- Elder Abuse Investigations
- Juvenile Sex Offender
- Critical Incident Training
- Crime Prevention Practitioner
- RAD Kids Instructor Certified
- Public Records Management
- Public Safety Media Relations-Advanced Level Information Officer
- Public Information Officer –Emergency Management Course
- FEMA- ICS100, ICS200. ICS300, ICS400, ICS700, ICS800
- FEMA – All Hazards Incident Commander
- FEMA – EOC/ICS Interface Workshop
- FEMA – All Hazards Planning Section Chief – L962
- FEMA – Advanced I – A survey of Advanced Concepts in Emergency Management
- FEMA – Advanced II -Assessment and Application of Professional Style in Emergency Management
- FEMA – Advanced III – Advanced Concepts and Issues in the Emergency Management Organization
- FEMA – Advanced IV – Advanced Concepts and Issues in the Emergency Management Community and Profession
- FEMA - Florida's First Basic Emergency Management Academy – FL 101
- FEMA - National Emergency Management Advanced Academy – Class of September 2016
- St. Petersburg College Southeastern Public Safety Institute – Surveillance Operations
- St. Petersburg College Southeastern Public Safety Institute - Risk Management and Violence Undercover Operations.
- FBI- Effective Media Relations for Law Enforcement
- First Line Supervision Course
- Fred Pryor Seminar – Managing Multiple Priorities
- City of Tallahassee - Non-Supervisory/Supervisor Pilot Program
    - Leadership Skills – Supv I
    - Solve Problems and Decision Making
    - Ethics
    - The Art of Speaking Confidently
    - Situational Leadership
    - Art of Delegation
    - Performance Management for New Supervisors
    - Situational Leadership

Community Involvement/Personal Achievements

- Lay Eucharistic Minister/ Verger/Subdeacon - – St. Peters Anglican Cathedral 2012-present
- Discipled Evangelism – Core Captain – St. Peters Anglican Cathedral 2021 - present (Ghana student program with FAMU, youth mentoring, prayer walks)
- Student Advisory Committee – Deerlake Middle School 2019
- Women's Ministry – St. Peters Anglican Cathedral 2012-2019
- Founding member –St. Peters Anglican Cathedral 2005
- Community outreach and emergency operation disaster relief 2005-present.
- Coaching Basketball 1992- present
  - Holy Trinity Episcopal Middle School school boys and girls team
  - Trinity Catholic middle school boys team
  - YMCA
  - City of Tallahassee
  - Deerlake Middle School girls team,
  - ***Tarmac Basketball(owner) - provide summer camps and clinics***.
  - ***Currently the Florida State University School Middle School girls basketball coach***
- Basketball experience – played from 5th grade, 1985 – high school graduation, 1993 (Holy Trinity Episcopal Middle School and Melbourne Central Catholic High School), 1993 Melbourne Central Catholic made to the final four, Brevard Community College, FSU Scrimmage team (1996-97), selected to tryouts for Charlotte Sting (1997).
- CEO – Tarmac, LLC/Tarmac Basketball – 2019 – present. Company to provide basketball clinics and camps for girls ages 7-13, while also providing leadership and mentoring youth.
- CEO – The Tarmac Foundation – 2020 – present. A ministry to provide scholarships for basketball camps and character building with faith being the driving force.

Awards

- May 2021 - Life Saving Award
- May 2019 - Unit Citation
- May 2019 – Critical Incident Award
- January 2019 - Criminal Investigations Bureau Property Crimes Quarterly Award
- October 2018 – Criminal Investigations Bureau Property Crimes Quarterly Award
- February 2017 - Meritorious Award
- 2015 - Life Saving Award
- 2014 - Letter of Commendation
- June 2013 - Case of the Quarter
- June 2012 – Letter of Commendation
- October 2012 – Employee of the Month
- December 2012 – Employee of the Year – Chiefs Office
- July 2012 – Employee of the Month
- June 2011 – Unit Award – Community Relations Unit
- December 2009 - Commander in Chief Award of Excellence
- June 2009 - Nominee for Walter McNeil Distinguished Service Award
- October 2008 - Employee of the Month
- January, August 2006 - Letters of Commendations
- October 2005 - Humanitarian Award
- October 2004 - Outstanding Field Training Officer
- May 2004 - Letter of Commendation
- December 2003 - Division Recognition Award
- December 2002 - Letter of Commendation

LEON COUNTY GOVERNMENT
PUBLIC RECORDS EXEMPTION REQUEST

Florida law allows eligible persons and their employing agencies to request in writing that a non-employing agency maintain as exempt from public disclosure certain identification and/or location information contained in records within the agency's custody. If an employing agency is requesting for the employee, add agency name, and requester's name and title to the signature line.

NOTE: The officer, employee, justice, judge, other person *entitled* to the exemption, or employing agency of the designated employee, must submit this written and notarized request directly to the public records custodian for the agency to maintain the exemption for the records in its custody. Under Florida law, for certain exemptions this request must state under oath the statutory basis for the individual's exemption request and confirm the individual's status as a party eligible for exempt status. For records in the custody of the Leon County Board of County Commissioners and County Commission Departments, please return this completed form or a written notarized request directly to: Leon County Attorney's Office, Attn: Legal Records Manager, Leon County Courthouse, 301 S. Monroe Street, Ste. 202, Tallahassee, FL 32301 or by email to BOCCPublicRecordsRequests@leoncountyfl.gov. To have an exemption maintained in the records in the custody of any other agency, please contact that agency directly for information on how to make a written request.

If your spouse and/or children are subject to your exemption (not applicable for victim of battery, abuse, harassment, or stalking or for participant in address confidentiality program), please check here □ and attach a page with the name, date of birth, and relationship of each to assist in identifying each person in any public records within the custody of the County.

I hereby request exemption maintenance by the County based on the following category/categories for which I qualify (Check appropriate box):

Department(s) known to possess records (if applicable): County Admin - Committee Application

Check all that apply:

□ Code Enforcement Officer. Section 119.071(4)(d)2.i, F.S.	□ County Tax Collector. Section 119.071(4)(d)2.n, F.S.
□ Depart. of Business and Prof. Reg. investigators or inspectors. Section 119.071(4)(d)2.m, F.S.	☑ Law enforcement personnel, including correctional officers and correctional probation officers. Section 119.071(4)(d)2.a, F.S.
□ Dept. of Children and Family Services personnel whose duties involve investigation of abuse, neglect, exploitation, fraud, theft, or other criminal activities. Section 119.071(4)(d)2.a, F.S.	□ Judicial or quasi-judicial officer (general/special magistrate, judge of compensation claims, administrative law judge of the Div. of Admin. Hearings, and child support enforcement hearing officer). Section 119.071(4)(d)2.g, F.S.
□ Dept. of Health personnel whose duties support the investigations of child abuse or neglect. Section 119.071(4)(d)2.a, F.S.	□ Emergency medical technicians or paramedics certified under chapter 401, F.S. Section 119.071(4)(d)2.q, F.S.
□ Dept. of Health personnel whose duties include, or result in, the determination/adjudication of eligibility for social security disability benefits, investigation/ prosecution of complaints filed against health care practitioners, or inspection of health care practitioners or health care facilities licensed by the Dept. of Health. Section 119.071(4)(d)2.o, F.S.	□ Inspector general or internal audit dept. personnel whose duties include auditing/investigating waste, fraud, abuse, theft, exploitation, or activities that could lead to criminal prosecution or admin. discipline. Section 119.071(4)(d)2.r, F.S.
□ Dept. of Financial Services personnel whose duties include the investigation of fraud, theft, workers' compensation coverage requirements and compliance, other related criminal activities, or state regulatory requirement violations. Section 119.071(4)(d)2.b, F.S.	□ Dept. of Revenue personnel or local government personnel whose duties include revenue collection and enforcement or child support enforcement. Section 119.071(4)(d)2.a, F.S.
□ Prosecutor (state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). Section 119.071(4)(d)2.f, F.S.	□ Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel). Section 119.071(4)(d)2.l, F.S.
□ Impaired practitioner consultant, retained by an agency, whose safety to practice licensed profession (includes consultant's employees). Section 119.071(4)(d)2.p, F.S.	□ Justice of Florida Supreme Court; or judge of district court of appeal, circuit court, or county court. Section 119.071(4)(d)2.e, F.S.

Posted December 4, 2023

□ Firefighter certified in compliance with s. 633.408, F.S. Section 119.071(4)(d)2.d, F.S.	□ Guardian ad litem as defined in s. 39.820, F.S. Section 119.071(4)(d)2.j, F.S.
□ Juvenile probation officers, juvenile probation supervisors, detention superintendents, assistant detention superintendents, juvenile justice detention officers I/II, juvenile justice detention officer supervisors, juvenile justice residential officers, juvenile justice residential officer supervisors I and II, juvenile justice counselors, juvenile justice counselor supervisors, human services counselor administrators, senior human services counselor administrators, rehabilitation therapists, and social services counselors of the Dept. of Juvenile Justice. Section 119.071(4)(d)2.k, F.S.	□ Human resource, labor relations, or employee relations director; assistant director, manager, or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties. Section 119.071(4)(d)2.h, F.S.
□ Directors, managers, supervisors, and clinical employees of a child advocacy center that meets the standards of s. 39.3035(2), F.S. and fulfills the screening requirement of s. 39.3035(3), F.S. and the members of a Child Protection Team as described in s. 39.303, F.S. whose duties include supporting the investigation of child abuse or sexual abuse, child abandonment, child neglect, and child exploitation or to provide services as part of a multidisciplinary case review team. Section 119.071(4)(d)2.t, F.S.	□ Directors, managers, supervisors, nurses, and clinical employees of an addiction treatment facility. The term "addiction treatment facility" means a county government, or agency thereof, that is licensed pursuant to s. 397.401, F.S. and provides substance abuse prevention, intervention, or clinical treatment, including any licensed service component described in s. 397.311(26), F.S. Section 119.071(4)(d)2.s, F.S.
□ Member of U.S. Armed Forces, reserve component of U.S. Armed Forces, or National Guard who served after 9/11/2001.† ‡ **The exemption set forth at Section 119.071(5)(k), F.S. (2020) has been repealed and therefore applies only to records created before October 2, 2020.**	□ Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery, or domestic violence Please attach official verification that crime occurred. Exemption for 5 years from date of this request. ‡ Section 119.071(2)(j), F.S.
□ U.S. Attorney, Assistant U.S. Attorney, U.S. circuit judge, U.S. district judge, or U.S. magistrate judge. † ‡ Section 119.071(5)(i)2, F.S.	(Intentionally Left Blank)

Printed name: Susan Burton [redacted]

Home Address: [redacted]

Signature (and Title, if app.) of Requester: _____ Date: 10-1

† If specifically indicated category selected, person also certifies, by signature herein, that he or she has made reasonable efforts to protect information from being publicly accessible through other means available to the public.

‡ Oath, affidavit and confirmation of status not required.

I, Susan Burton, do solemnly swear that the statutory basis for my exemption request as set forth herein above is true and correct, under the pain and penalty of perjury.

_____

STATE OF FLORIDA
COUNTY OF Leon

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 25th day of October, 2023, by Susan Burton, who is personally known to me or produced _____ as identification.

_____

HANNAH BERGSTROM
MY COMMISSION # HH 102047
EXPIRES: March 9, 2025
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

Hannah Bergstrom
Print Name:
Notary Public, State of Florida
My Commission Expires: 3/9/2025

Attach confirmation of your status as a party eligible for exempt status.

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE SPORTS COUNCIL

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mr. Michael David Fleischacker | **Date:** 7/13/2023 11:03:21 PM

Home Address:	1115 Rosewood Dr Tallahassee, FL 32301	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 544-4397	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	flyman2545@yahoo.com	**How many years have you lived in Leon County?**	16

(EMPLOYMENT INFORMATION)

Employer:	Prime Therapeutics	**Work Address:**	1115 Rosewood Dr Tallahassee, FL 32301
Occupation:	Sr. Pharmacy Tech		
Work/Other Phone:	(850) 385-7401	**Work Email:**	mdfleischacker@magellanhealth.com

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 49

District: District I **Disabled?** Yes

(RESUME AND REFERENCES)

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

Name:	Mario Devon Stewart	**Name:**	Robert Wool
Address:	FSU bowling center 75 North Woodward Avenue Tallahassee, Florida 32306	**Address:**	
Phone:	(401) 309-4104	**Phone:**	(850) 566-1065

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members on this committee shall have have demonstrated experience and interest in aspects of sports within Leon County, and must meet one of the following criteria

- [ ] Employee of FAMU Athletics
- [ ] Employee of FAMU Campus Recreation
- [ ] Employee of FSU Athletics
- [ ] Employee of FSU Campus Recreation
- [ ] Representative from the Leon County School Board
- [ ] Employee of Leon County Schools Activities & Athletics
- [ ] Employee of the Tallahassee Community College Athletics
- [ ] Employee of Tallahassee-Leon County Civic Center
- [ ] Employee of Tallahassee Orthopedic & Sports Physical Therapy
- [x] County resident who has demonstrated experience and interest in aspects of sports within Leon County

Please explain: *I have volunteer with Leon county sports program and coached youth softball , youth flag football. Beside volunteering I was president of the PTO at Appalachee Elementary.*

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

Signature: Mr. Michael David Fleischacker

The application was electronically sent: 7/13/2023 11:03:21 PM

Michael Fleischacker

1115 Rosewood Drive
Tallahassee, Florida 32301

Cell: 850-544-4397
Flyman2545@yahoo.com

Professional Background

Responsible Supervisor Pharmacy Technician with excellent management skills demonstrated by over 15 years of experience in with Prime Therapeutics. Prior to Prime I was a high-performing employee with Walgreens for 17 years in many roles.

Skill Highlights

- PTCB Certification
- State of Florida License
- Request for Performance (RFP) experience
- Policy and program development
- Healthcare billing
- Clinical training
- Management of Standard Level Agreements (SLA's)
- Client relations
- Developing drug criteria
- Problem solving
- Organizational skills
- Customer service
- Developing procedure
- Prior authorization review

Accomplishments

Patient Care
- Delivered compassionate care that exceeded Pharmacy requirements.
- Successfully provided quality care to my patients in the pharmacy field

Compliance
- Maintained compliance with regulatory standards by control substance inventory

Implementation
- Assisted in implementation of new tracking system that resulted in improved inventory in the pharmacy.

Documentation
- Documented patient information obtained from when patient drop off and pick up medication.
- With Magellan documentation occurs when you are reviewing a prior authorization for the State of Florida (FLMED)

Training
- Trained team of Pharmacy Technicians in many new procedures and programs within Walgreen's and Magellan to ensure consistent quality of care.

Patient Care
- Ensured quality control through inventory management, billing of patient insurance correctly and referral for a broad range of patient's needs.
- Compounding of prescriptions in the pharmacy.

Documentation
- Documented patient information obtained while accepting new prescriptions.

Supervision
- Responsible for the pharmacy technicians in the pharmacy. At Magellan Health Services maintains a positive learning environment for the State of Florida requirements. As a Store Manager maintain excellent customer service and controlling all aspects in the day to day operations of retail location.

Reporting
- Prepared regular reports to upper management related to daily, weekly and monthly statistics.

Human Resources
- Assisted in new hire process by calling and scheduling appointments with candidates, filling out required paperwork for new hires.

OSHA Compliance
- Properly disposed of daily biohazard waste in compliance with federal and local regulations.

Quality Assurance

- Ensured and enforced medical office compliance with HIPAA, OSHA and and food manager for maximum quality and control.

Professional Experience

Prime Therapeutics May 2008 to Current

Pharmacy Technician/ Sr. Pharmacy Technician/ Supervisor

Tallahassee, FL

As the Sr. Pharmacy Technician for Magellan Health Services I assisted the Pharmacy Supervisor and Call Center Manager in the following areas. Processed monthly reports for department performance. Liaised between patients and physicians to ensure that the Florida Medicaid program policies are followed. Evaluated staffing requirements and floor assignments and implemented new requirements based on evaluation. Demonstrated ability to lead and motivate outstanding healthcare teams. Trained pharmacy technicians to provide top-quality patient care. Ensured HIPAA compliance.

Walgreens April 1992 to April 2008

Store Manager/Sr. Pharmacy Technician

North Miami Beach/Tallahassee, Florida

During my time with Walgreens, I was a service clerk, assistant manager, executive assistant manager and finally a store manager. I ran some of the busiest stores in South Florida. I was responsible for the day to day operations of the store which included but not limited to the following.

As the Sr. Pharmacy Technician for Walgreens I assisted the pharmacy manger in the following areas. Processed monthly reports for department performance. Managed inventory levels to ensure we had the medication in stock when a patient needed it. Liaised between patients and physicians to ensure patient comprehension of treatment plans. Monitored unit budget to ensure financial objectives were met with both inventory and payroll. Provided necessary health education training for patients. Evaluated staffing requirements and floor assignments and implemented new requirements based on evaluation. Demonstrated ability to lead and motivate outstanding healthcare teams. Trained pharmacy technicians to provide top-quality patient care. Ensured HIPAA compliance.

Southern New Hampshire University 2013

Masters in Business Management HealthCare
Graduated 2020

Tallahassee, Florida

Certifications

PTCB certificated
State of Florida License as CPhT
Level 1 Bowling Coach
NCAA Official for Women's Bowling

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE SPORTS COUNCIL

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mr. Brennan Garcia | **Date:** 1/3/2023 5:15:26 PM

Home Address:	1564 Sprucewood Trail Tallahassee, FL 32311	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(785) 473-3041	**Do you own property in the Tallahassee City Limits?**	Yes
Email:	Brennan.Garcia@elevatesportsventures.com	**How many years have you lived in Leon County?**	4

(EMPLOYMENT INFORMATION)

Employer:	Elevate Sports Ventures	**Work Address:**	
Occupation:	Director of Business Development		
Work/Other Phone:			

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 31

District: District II **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Jonathan DeMott	**Name:**	Chelsea Knight
Address:	1620 Alshire Ct Tallahassee, FL 32311	**Address:**	
Phone:	(352) 536-5568	**Phone:**	(850) 524-0434

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

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Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members on this committee shall have have demonstrated experience and interest in aspects of sports within Leon County, and must meet one of the following criteria

- [ ] Employee of FAMU Athletics
- [ ] Employee of FAMU Campus Recreation
- [ ] Employee of FSU Athletics
- [ ] Employee of FSU Campus Recreation
- [ ] Representative from the Leon County School Board
- [ ] Employee of Leon County Schools Activities & Athletics
- [ ] Employee of the Tallahassee Community College Athletics
- [ ] Employee of Tallahassee-Leon County Civic Center
- [ ] Employee of Tallahassee Orthopedic & Sports Physical Therapy
- [x] County resident who has demonstrated experience and interest in aspects of sports within Leon County

Please explain: *Have worked in college athletics for over 10 years and am now working on the private side of the sports industry.*

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

Signature: Mr. Brennan Garcia

The application was electronically sent: 1/3/2023 5:15:26 PM

Brennan T. Garcia

(785) 473-3041 | Brennan.Garcia@elevatesportsventures.com

Education:

Florida State University – Tallahassee, FL
Master of Science (M.S.)
Sport Management (2014)

Millikin University – Decatur, IL
Bachelor of Science (B.S.)
Sport Management (2013)

Professional Experience:

Elevate Sports Ventures – Director of Business Development *(December 2022-present)*

- Assist over 50 intercollegiate athletic departments maximize revenue
- Provide data and resources to athletics administrators that allow them to grow their financial resources through ticketing, facilities, sponsorships, and naming rights

K-State Athletics – Associate AD of Ticket Sales & Services *(June 2022-December 2022)*
Formerly - **Assistant AD of Ticket Sales & Services** *(July 2021-June 2022)*
- Senior Director of Ticket Sales & Services *(January 2020-July 2021)*
- Director of Ticketing Services *(October 2018-December 2019)*
- Assistant Director of Ticket Services *(July 2018 –September 2018)*

- Serve as a member of expanded leadership staff
- Oversee an office with a $750,000 annual budget that produces over $15,000,000 in ticket sales revenue annually and contributes to securing over $20,000,000 in annual gifts to the Ahearn Fund
- Supervise, hire, and train a full-time staff of seven ticket operations and sales employees
- Oversees all sales and customer service initiatives while tracking weekly and daily progress towards our revenue goals
- Compile and analyze data about our fanbase and donors to prospect those that are primed to increase their giving or ticket purchase levels

Florida State Athletics – Ticket Operations Coordinator *(August 2015 – June 2018)*

- Responsible for interviewing, hiring, and training in-office and game day student staff which has displayed great success as a steppingstone for those individuals to break into the sports profession with other universities or professional entities
- Oversaw all ticket operations for the women's basketball program that ranked in the top 20 nationally in average attendance with an increase year over year of my tenure
- Was a liaison between Seminole Boosters and the ticket office to ensure our point system was being calculated correctly and constantly updated

Utah State Athletics – Assistant Ticket Manager *(December 2014 – August 2015)*

- Supervised the main Utah State box office which fulfilled all ticket distribution and donation payments to the Big Blue Club
- Served as the ticket manager for women's basketball and gymnastics

Florida State Athletics – Ticket Office Assistant *(December 2013 – December 2014)*

- Appointed as the assistant ticket manager for the NCAA Volleyball 1st & 2nd Rounds in 2014
- Was at the forefront of providing customer service both in our office and on game days

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE SPORTS COUNCIL

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mr. Michael Gomez | **Date:** 8/31/2023 4:09:27 PM

Home Address:	2610 Hayward Drive #2 Tallahassee, FL 32304	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(305) 281-9807	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	michael.gomez712@gmail.com	**How many years have you lived in Leon County?**	13

(EMPLOYMENT INFORMATION)

Employer:	James Moore	**Work Address:**	2477 Tim Gamble Place Tallahassee, FL 32304
Occupation:	Accountant		
Work/Other Phone:		**Work Email:**	

(OPTIONAL)

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

Race: Hispanic or Latino **Gender:** M **Age:** 30

District: District I **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Kirk Swanner	**Name:**	
Address:	578 N Campus Avenue Upland, CA 91786	**Address:**	
Phone:	(954) 347-4147	**Phone:**	

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

I have served as coach and director of rugby for the FSU men's club rugby team for the last 9 years. In that time I have also coached the women's club and restarted the Tallahassee rugby club. I am looking to help find ways to seek postitive outlets for all youth in Tallahassee. Rugby is the most inclusive sport with the lowest cost of entry and with a little support from the county, could have a greater impact than any youth sport currently available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members on this committee shall have have demonstrated experience and interest in aspects of sports within Leon County, and must meet one of the following criteria

- [ ] Employee of FAMU Athletics
- [ ] Employee of FAMU Campus Recreation
- [ ] Employee of FSU Athletics
- [ ] Employee of FSU Campus Recreation
- [ ] Representative from the Leon County School Board
- [ ] Employee of Leon County Schools Activities & Athletics
- [ ] Employee of the Tallahassee Community College Athletics
- [ ] Employee of Tallahassee-Leon County Civic Center
- [ ] Employee of Tallahassee Orthopedic & Sports Physical Therapy
- [x] County resident who has demonstrated experience and interest in aspects of sports within Leon County

Please explain: *In my time with rugby I have helped reach hundreds of students across all 3 colleges and instill a passion for rugby and becoming positive members of their community. I wish to broaden the reach of rugby and bring it out of the schools and in to the community.*

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

Signature: Mr. Michael Gomez

The application was electronically sent: 8/31/2023 4:09:27 PM

Michael Gomez

2610 Hayward Drive #2
Tallahassee, FL 32304
(305) 281-9807
Michael.gomez712@gmail.com

EDUCATION

Tallahassee Community College, Tallahassee, FL — *Accounting Technology Specialist*

August 2020 - April 2021

- 4.0 GPA
- Courses include: financial, managerial, tax, and computer accounting

Florida State University, Tallahassee, FL — *Environmental Studies*

August 2010 - May 2014

- 120 credit hours completed
- Anticipated graduation date, Spring 2024

PROFESSIONAL EXPERIENCE

Gray Media, Tallahassee, FL — *Accounts Receivable Clerk*

July 2021 - October 2022

- Verified and processed payments, refunds and transfers
- Balanced and maintained monthly cash sheets for 8 major markets
- Reconciled logs and processed all billing

Publix, Tallahassee, FL — *Meat Cutter/Job Class Trainer*

July 2017 - PRESENT

- Provided premier quality customer service
- Provided premier quality product by following all company presentation and safety standards
- Managed and tracked $80-100,000 of inventory
- Trained over five associates on proper standards and processes for cutting meat and serving customers

University Center Champions Club, Tallahassee, FL — *Bar Manager*

September 2017 - Present

- Managed and tracked inventory according to club procedures.
- Trained employees on best practices

SKILLS

Proficient in Microsoft Word, Excel and Powerpoint Office

Proficient in Quickbooks

LANGUAGES

English, Spanish (fluent), French (conversational)

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE SPORTS COUNCIL

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mr. Ryan Patrick Kline | **Date:** 8/4/2023 12:34:14 PM

Home Address:	3308 Robinhood Rd. Tallahassee, FL 32312	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 345-9839	**Do you own property in the Tallahassee City Limits?**	No
Primary Email:	ryanpkline@gmail.com	**How many years have you lived in Leon County?**	15

(EMPLOYMENT INFORMATION)

Employer:	WPTallahassee	**Work Address:**	315 E. Georgia St. Tallahassee, FL 32312
Occupation:	Co-Founder / Web Designer		
Work/Other Phone:	(850) 391-8742	**Work Email:**	ryan@wptallahassee.com

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 36

District: District II **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Chris Corum	**Name:**	Janelle Irwin
Address:	315 E. Georgia St. Tallahassee FL 32301	**Address:**	4909 Ballygar Dr, Tallahassee, FL 32309
Phone:	(850) 591-5130	**Phone:**	(850) 408-3753

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

Please feel free to also view my resume online at https://www.ryanpkline.com.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

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Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members on this committee shall have have demonstrated experience and interest in aspects of sports within Leon County, and must meet one of the following criteria

- [ ] Employee of FAMU Athletics
- [ ] Employee of FAMU Campus Recreation
- [ ] Employee of FSU Athletics
- [ ] Employee of FSU Campus Recreation
- [ ] Representative from the Leon County School Board
- [ ] Employee of Leon County Schools Activities & Athletics
- [ ] Employee of the Tallahassee Community College Athletics
- [ ] Employee of Tallahassee-Leon County Civic Center
- [ ] Employee of Tallahassee Orthopedic & Sports Physical Therapy
- [x] County resident who has demonstrated experience and interest in aspects of sports within Leon County

Please explain: *I have coached cheerleading in Leon County for nearly a decade.*

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

Signature: Mr. Ryan Patrick Kline

The application was electronically sent: 8/4/2023 12:34:14 PM

RYAN P. KLINE

Cheerleading Expert

Phone
(850) 345-9839

Email
ryanpkline@gmail.com

Website
www.ryanpkline.com



EXPERT —*A person who has a comprehensive and authoritative knowledge of or skill in a particular area.*

Ryan P. Kline serves as an Expert Witness, assisting counsel in all aspects of cheerleading and consults on issues of safety, rules and regulations, competitions, and accident analysis and re-creation. As an Expert Witness, Ryan brings 10+ years of experience in cheerleading with expertise in coaching, instruction, safety, and standards of care.

Ryan has gained his expertise by coaching at both the High School and Collegiate level of the sport of cheerleading. Safety is one of Ryan's most important values. He practices that on a daily basis by ensuring the safety of his cheerleading athletes at practices and events, and also enforces both local and national rules and guidelines.

CHEERLEADING EXPERIENCE

MACLAY SCHOOL

Varsity Cheerleading Coach / 2022 - 2023

- Responsible for managing the entire program and assistant coaches, including the middle school coaches
- Responsible for practice and game management for the varsity cheerleaders
- Responsible for managing the entire cheerleading budget within the school
- USA Cheer/AACCA Safety Certified, CPR/AED Certified, CrossFit Level 1 Trainer

FLORIDA STATE UNIVERSITY

Cheerleading Coach / 2014 - 2022

- Responsible for creating a safe environment to allow for self-growth and development of cheerleaders
- Responsible for practice and game management for up to 50 athletes
- USA Cheer/AACCA Safety Certified, CPR/AED Certified, CrossFit Level 1 Trainer

LINCOLN HIGH SCHOOL

Varsity Cheerleading Coach / 2011 - 2013

- Responsible for managing the entire program and assistant coaches, including the junior varsity coach
- Responsible for practice and game management for the varsity cheerleaders
- Responsible for managing the entire cheerleading budget within the school
- AACCA Safety Certified

RYAN P. KLINE

Cheerleading Expert

PROFESSIONAL EXPERIENCE

WPTALLAHASSEE & TALLAHASSEE WEB DESIGN

Co-Founder, Lead Designer & Developer / 2019 -

- Brought original 15 clients in from my personal dealings, and continued to grow the company to 50+ clients to date
- Handled all aspects of the business including meeting with clients to discuss their projects, designing mock-ups, deploying live websites, and invoicing
- Increased brand awareness with digital and physical marketing as well as relationships through local networking

AVISIAN

Polymath / 2006 -

- Began as part-time internship employee have become longest tenured employee
- Worked with local printer to design and layout over 6,500+ pages of magazines
- Attended industry conferences to record video and audio of presentations and then edited for digital consumption
- 2014 Silver ADDY award winner for poster: The Contactless Conundrum

VOLUNTEER EXPERIENCE

HANG TOUGH FOUNDATION

Board Member / 2020 -

- The Hang Tough Foundation offers resources and encouragement to families during their journey with childhood illness and special needs
- Board members are chartered with guiding the organization and overseeing the staff to keep the organization mission-centric, including assessing, evaluating, and compensating staff appropriately, aiming to both retain current employees as well as recruit new employees
- The board is fiscally responsible for the budget, develops the strategic direction for the organization, and annually reviews goals and metrics

EDUCATION

BACHELOR OF ARTS IN ADVERTISING

Florida State University / Cum Laude / 2008

Represented University as a cheerleader.

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE SPORTS COUNCIL

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Ms. Jennifer Scott Meadows | **Date:** 7/12/2023 3:34:38 PM

Home Address:	2063 Sandcastle Dr Tallahassee, FL 32308	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 590-2227	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	mdwsjj@yahoo.com	**How many years have you lived in Leon County?**	23

(EMPLOYMENT INFORMATION)

Employer:	TLH Track & Field Officials Association, Inc.	**Work Address:**	2063 Sandcastle Dr Tallahassee, FL 32308
Occupation:	President / Officials Coordinator		
Work/Other Phone:	(850) 590-2227	**Work Email:**	mdwsjj@yahoo.com

(OPTIONAL)

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

Race: White **Gender:** F **Age:** 59

District: District III **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Mr. Richard Messenger	**Name:**	Coach Bob Braman – Head Coach Florida State University Track & Field and Cross Country
Address:	530 Valley Chapel Rd. Weston, WV 26452	**Address:**	FSU Athletics Department 403 Stadium Dr. West, Room D0107 Tallahassee, FL 32306
Phone:	(304) 476-8410	**Phone:**	(850) 544-1751

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members on this committee shall have have demonstrated experience and interest in aspects of sports within Leon County, and must meet one of the following criteria

- [ ] Employee of FAMU Athletics
- [ ] Employee of FAMU Campus Recreation
- [ ] Employee of FSU Athletics
- [ ] Employee of FSU Campus Recreation
- [ ] Representative from the Leon County School Board
- [ ] Employee of Leon County Schools Activities & Athletics
- [ ] Employee of the Tallahassee Community College Athletics
- [ ] Employee of Tallahassee-Leon County Civic Center
- [ ] Employee of Tallahassee Orthopedic & Sports Physical Therapy
- [x] County resident who has demonstrated experience and interest in aspects of sports within Leon County

Please explain: *Have worked with Visit Tallahassee Sports Tourism staff since the inception of the Apalachee Regional Park (ARP), recruiting and coordinating officials for Cross Country races at the ARP Park including USATF, NCAA, (ACC, SWAC) NJCAA, NAIA & FSHAA meets. Also assist the VTST with pre-event planning, setup and officiating the meets. Coordinate with USA Track & Field National office staff and USATF Florida Association staff when VTST hosts USATF Cross Country Championship meets at Apalachee Reginal Park.*

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

Signature: Ms. Jennifer Scott Meadows

The application was electronically sent: 7/12/2023 3:34:38 PM

Jennifer Scott Meadows (JJ)
2063 Sandcastle Drive Tallahassee, FL 32308
Cell (850) 590-2227
E-mail: mdwsjj@yahoo.com

Experience:

Florida State University Track & Field and Cross Country Programs
2008 - Present

Officials Coordinator

2023 is my 11th year coordinating officials for the Florida State University Track & Field and Cross Country programs. This responsibility includes working with FSU athletic administration, sports information, coaches, facilities and training staff throughout the year. Coordinating with the FSU athletic facilities team to ensure venues and equipment are safe and set up properly. Recruitment, selection, and assignment of officials for all FSU Track & Field and Cross Country events. Securing lodging, apparel, hospitality for officials and timing companies. As the President of the TLH Track & Field Officials Association, Inc. I coordinate with board members on budget, payments and equipment purchases, rental and storage.

Have worked with Visit Tallahassee Sports Tourism staff since the inception of the Apalachee Regional Park (ARP), recruiting and coordinating officials for Cross Country races at the ARP Park including USATF, NCAA, (ACC, SWAC) NJCAA, NAIA & FSHAA meets. Also assist the VTST with pre-event planning, setup and officiating the meets. Coordinate with USA Track & Field National office staff and USATF Florida Association staff when VTST hosts USATF Cross Country Championship meets at Apalachee Reginal Park.

Recruited and coordinated officials for the City of Tallahassee Parks & Recreation Department in support of the Capital City Senior Games Track & Field Meet as well as serving as the head meet official.

Assist local AAU & USATF Youth Meet Director with recruitment of officials as well as officiating the local youth meets for the past 15 years.

NCAA Atlantic Coast Conference Track & Field and Cross Country Championships
October 2017 – Present

Supervisor of Officials for Track & Cross Country

Serving as an Independent Contractor with the Atlantic Coast Conference (ACC) as the Supervisor of Officials for Track & Cross Country. Coordinate with the ACC Director of Championships as well as other ACC staff and host University staff to recruit top level Certified Officials for Track and Cross Country Events. Make assignments for Officials to specific Track & Field and Cross Country events. Work in coordination with the ACC staff and host University to secure lodging, apparel, hospitality for officials and timing companies.

Assisted former ACC Officials Coordinator with ACC Track & Field Championships held in at FSU-Tallahassee in 2015 & 2016, also Cross Country Championship in 2015.

Track & Field and Cross Country Certifications and Experience:

#029215 USA Track & Field Florida Association, Master Level Certified Official. USATF Member #1404275180
Over 15 years of officiating experience working with athletes, coaches, trainers, sports information, timing and facilities staff of all levels, youth to NCAA to professional. USATF National Championship Level experience with Field Lynx timing system.

Worked 2022 World Athletics Championships, Eugene, OR
Many USATF National Track & Field and Cross Country Championship meets.
Numerous NCAA and NAIA National Championship Track & Field meets.

President of the TLH Track & Field Officials Association, Inc.	January 2019 – present
Officials Coordinator, Florida State University Track & Field Officials Association (old name)	2012 – present
Member of the Florida State Track & Field Officials Association (old name)	2008 - present
Supervisor of Track & Field and Cross Country Officials, NCAA Atlantic Coast Conference (ACC)	2017- present

#26803 FHSAA, Florida High School Athletic Association Certified Official 2010-2013
Member CFTOA, Central Florida Track Officials Association 2010-2013
Leon High School Head Throws Coach, Florida Department of Education #11692000, 2010-2013

Professional Work: (retired)

Geographic Information Systems (GIS) Field Support Manager for the City of Tallahassee Underground Utility & Public Infrastructure Department. The Utility includes extensive use of GIS, GPS and Mobile Work Management for Water, Sewer, Natural Gas and Stormwater infrastructure. Responsibility includes management of the GIS program, field and office staff, projects and coordination with other City Utility functional areas.

Education:

Florida State University May 1987
Master of Science in Geography, Specialization in Environmental Resources and Stormwater
Masters Thesis *'A Multivariate Analysis of Stormwater Runoff in Leon County Florida'*

Florida State University April 1985
Bachelor of Science in Geography, Minor in Biology

GIS Certification Institute – Certified GIS Professional #00014538

References:

Mr. Richard Messenger
Atlantic Coast Conference, Track and Field Running and Combined Events Referee
USATF Officials Certification Chairman – West Virginia Association
(Personal & Professional)
530 Valley Chapel Rd.
Weston, WV 26452
304-476-8410
rmessenger32@gmail.com

Coach Bob Braman – Head Coach Florida State University Track & Field and Cross Country
(Personal & Professional)
FSU Athletics Department
403 Stadium Dr. West, Room D0107
Tallahassee, FL 32306
850-544-1751
rbraman@fsu.edu

Mike Armstrong – USATF Officials Chairman
(Personal & Professional)
USATF Arkansas Association
479.530.4086
usatf.officials.chair@gmail.com

Gordon Bocock – USATF Officials Chairman - Kentucky Association
(Personal & Professional)
101 Owens Ferry Road
Somerset, Kentucky 42503
606-271-0714
coachbo@twc.com

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL	OFFICE / POSITION HELD
MEADOWS JENNIFER S	PRESIDENT
MAILING ADDRESS	AGENCY OR ADVISORY BOARD
2063 SANDCASTLE DR	
CITY ZIP COUNTY	ADDRESS OF AGENCY
TALLAHASSEE FL 32308 LEON	SAME

HOW TO COMPLETE AND FILE THIS FORM:

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

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

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

WHO MUST COMPLETE THIS PART:

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

PLEASE COMPLETE THE FOLLOWING:

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

   (X) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

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

   (X) Supplying the following realty, goods, and/or services: CROSS COUNTRY OFFICIALS.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

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

   _____.

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

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

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

PLEASE COMPLETE THE FOLLOWING:

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

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

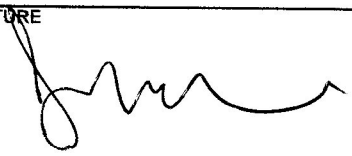
   _____.

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

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

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

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED
	7-18-2023	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

[CONTINUED FROM FIRST SIDE]

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE SPORTS COUNCIL

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mr. David Muntean | **Date:** 7/23/2023 6:13:30 PM

Home Address:	5485 Caddo Drive Tallahassee, FL 32311	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 212-1115	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	dmuntean5485@yahoo.com	**How many years have you lived in Leon County?**	38

(EMPLOYMENT INFORMATION)

Employer:	Halff	**Work Address:**	5485 Caddo Drive Tallahassee, FL 32311
Occupation:	Civil Engineer		
Work/Other Phone:	(850) 848-9434	**Work Email:**	dmuntean@halff.com

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 62

District: District V **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Mike Hemmen	**Name:**	Linda Figg
Address:	1725 River Birch Hollow, Tallahassee, FL 32308	**Address:**	424 N Calhoun Street, Tallahassee, FL 32301
Phone:	(850) 510-6461	**Phone:**	(850) 556-3444

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *Yes*

If yes, on what Committee(s) are you a member? *Leon County Code Enforcement Board (term ends 8/1/23). Presently serving as Chair.*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *Yes*

If yes, please explain *My employer, Halff, is presently under a continuing services contract to conduct miscellaneous (i.e., task work orders) professional civil engineering services, contracted through the Leon County Public Works Department.*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members on this committee shall have have demonstrated experience and interest in aspects of sports within Leon County, and must meet one of the following criteria

- [ ] Employee of FAMU Athletics
- [ ] Employee of FAMU Campus Recreation
- [ ] Employee of FSU Athletics
- [ ] Employee of FSU Campus Recreation
- [ ] Representative from the Leon County School Board
- [ ] Employee of Leon County Schools Activities & Athletics
- [ ] Employee of the Tallahassee Community College Athletics

- [ ] Employee of Tallahassee-Leon County Civic Center
- [ ] Employee of Tallahassee Orthopedic & Sports Physical Therapy
- [x] County resident who has demonstrated experience and interest in aspects of sports within Leon County

Please explain: *In addition to my professional resume (attached), I've been involved (100% volunteer/personal time) in leading the planning and execution of world-ranked disc golf competition/events here in Tallahassee, and have served as a Tournament/Course Director in Leon County for many years as well as taking the lead in disc golf course design & major re-design efforts on all of Tallahassee's primary courses, which has led to Tom Brown Park being anointed a Top100 World-ranked course since 2020. I have served as Vice President on the Tallahassee Disc Golf Association for 12+ years as the primary liaison to Leon County and City of Tallahassee Parks & Recreation Departments. Other nearby cities are also requesting my assistance. I'm also attending national & regional disc golf course design conferences, workshops, and seminars under the instruction of arguably the world's best course designer. My past also includes serving several years on the Tallahassee Bowling Association Board of Directors.*

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

Signature: Mr. David Muntean

The application was electronically sent: 7/23/2023 6:13:30 PM



Dave Muntean, PE

Dave Muntean brings more than 38 years of experience in transportation engineering, planning, and project management with a particular emphasis on roadway safety improvements, corridor studies, traffic impact studies and review, traffic operations analyses, origin-destination studies, bridge research & project development, bridge construction permitting, pre-cast concrete segmental inspection, origin-destination studies, expert testimony, and numerous data collection studies. He also served as ITS Project Manager for Tallahassee's (Florida) award-winning Regional Transportation Management Center. Dave has managed multidisciplinary teams on major and minor infrastructure projects and led workshop sessions with governmental agencies regarding roadway, data collection, analyses, and safety recommendations.

Heavily involved with the Institute of Transportation Engineers (ITE) throughout his entire career, Dave served on ITE's International Steering and Advisory Committee during four editions of "Trip Generation" and held all major officer positions in Florida where he presently embraces his highly active senior mentor role and partner to the Florida-Puerto Rico ITE District Board.

His career has included successful working relationships and communication with local and regional staff from the Florida Department of Transportation, City of Tallahassee, Leon County, Bay County, Alachua County, City of Alachua, consulting firms, and other review agencies such as the Department of Community Affairs and various Regional Planning Councils to bring projects and related tasks to successful completion. Outside of this region, key coordination and relationships on projects included major regulatory agencies, DOTs, clients, and project team consultants.

Outside of his work life, he is a nine-year sponsored professional disc golf athlete representing one of the largest manufacturers in the world. He has competed in several world championships and other national, regional & local tournaments, and once traveled to north of Tokyo, Japan for a major competition.

ROLE
Senior ITS/Traffic Manager

EXPERIENCE
38 Years

EDUCATION
BS, Civil Engineering, Virginia Polytechnic Institute and State University, 1984

REGISTRATION
Licensed Professional Engineer:
FL #43368
AL #21315
GA #024423

PROFESSIONAL ORGANIZATIONS
Florida-Puerto Rico District of ITE, Board Mentor/Advisor

Leon County Code Enforcement Board, Vice Chair

Tallahassee Disc Golf Association, Vice President & City Liaison

Volunteer, City of Tallahassee Parks & Recreation

REPRESENTATIVE PROJECT EXPERIENCE

Blueprint Intergovernmental Agency, Airport Gateway Stage 2, Tallahassee, FL.

This project involves a broad range of transportation improvements to various rural and urban corridors within COT and Leon County. Tasks include transportation planning, data gathering, conceptual design evaluations, design services, technical and administrative coordination, and public engagement. Covering over 7 miles of roadway and over 12 miles of sidewalks, trails, and bicycle lanes, the Airport Gateway intends to substantially improve transportation in the community.

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Grand Boulevard Transportation Studies, Walton County, FL.
Dave led a range of transportation and planning services at Grand Boulevard (and also Sandestin) over many years. Efforts included planning, data collection, traffic operations analyses, intersection improvement studies, and related coordination with FDOT and local government.

Capital Regional Planning Agency, SR 267 (Bloxham Cutoff Road) Trail Feasibility Study from the Edward Ball Wakulla Springs State Park Entrance to St. Marks Trail, Wakulla County, FL.
Senior Transportation Engineer responsible for analyzing three potential trail routes along approximately 4.78 miles of SR 267 (Bloxham Cutoff Road) and updating a trail feasibility study. The evaluation includes intersection redesign concepts, Long Range Estimate (LRE) opinions of probable cost for design, right of way, and construction. Maps will be developed which display alternative routes and highlight specific challenges and opportunities.

City of Groveland, Professional Engineering Services, Groveland, FL.
Halff has been providing continuing services to the City of Groveland since 2017. Dave's involvement focuses on conducting miscellaneous transportation/traffic-related peer review services on an as-needed basis for submitted traffic impacts studies, access management studies/permits, roadway/intersection studies, traffic signal design plans, safety studies, and methodology reports. Related services also include meetings with relevant parties to the project, documentation, research, transportation/traffic analyses, status reports and summaries, client coordination, and project management.

Arkansas Department of Transportation, Springdale Bypass Design, Springdale, AR.
This project includes estimating project costs and developing preliminary alignments for various work orders. The first work order includes an analysis of two conceptual interchange designs at Highway 71B (N Thompson St) and Highway 265 (Old Wire Rd) for acceptability as part of the Springdale Bypass eastern connection from I-49 to Highway 412. Dave was primarily responsible for evaluating future traffic volume demand and level of service on freeway segments, on/off ramps, and merge/diverge sections.

Arbor Communities, Alford Property Traffic Review, Tallahassee, FL.
Project Manager for this preliminary traffic review for a revised conceptual development of the Alford Property.

OTHER RELEVANT PROJECTS

- **Howard Group, US 98 Traffic and Intersection Studies, Miramar Beach, FL.**
- **CRTPA, Congestion Management Plan, Tallahassee, FL.**
- **Eagle LNG Partners, Jax 1 Export Facility, Jacksonville, FL.**
- **EastGroup, Lakeside Village 3 South Due Diligence, Plant City, FL.**
- **Foundry, Lakeside Station Loop Road, Plant City, FL.**
- **SWCA, Water Main, Jacksonville, FL.**

EXPERIENCE PRIOR TO HALFF

Blair Stone Road Northern Extension Study, Tallahassee Public Works, Tallahassee, FL.
As senior transportation project engineer, Dave was responsible for directing existing traffic data collection, administering a local origin-destination study, summarizing data collection results, developing traffic forecasts, conducting level of service analyses, and recommending intersection improvements. Approximately three miles in length, this section of Blair Stone Road provided Tallahassee with a newly constructed north-south corridor. Also directed group workshops to present and discuss findings and recommendations to representatives of the City of Tallahassee, Leon County, and the Florida Department of Transportation.

Capital Circle SW PD&E Study, Tallahassee, FL.
Served as senior project transportation engineer involved in working with a wide cross-section of community

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stakeholders and technical experts, and creation of newsletters discussing project elements. Services included data collection, traffic analysis, developing recommendations, participating in public information meetings and numerous meetings with local, state, and federal reviewers. The goal of the project was to confirm that the transportation improvements also incorporated regional stormwater solutions and greenways, protected and enhanced the natural environment, included aesthetic enhancements, and sought opportunities to include recreational improvements.

Thomasville Road PD&E Study, FDOT District Three.
Served as the primary traffic engineer for this corridor study to supervise data collection, develop future traffic volumes for the design, conduct operational analyses, recommend roadway/intersection improvements, and participate in public involvement meetings. Specific tasks involved license tag matching and the use of HCM procedures and Transyt-7F. This project, consisting of several miles north of Interstate-10, is now constructed and open to traffic.

Orange Avenue Corridor Study, Leon County, FL.
Served as project manager for transportation engineering responsible for the development of future traffic forecasts, level of service analyses for several alternatives, and roadway/intersection improvement recommendations. Traffic forecasts for this project were provided using the TALUATS FSUTMS model, while operational analyses were conducted using HCS and SIDRA. In addition, was a regular participant in Leon County's CAC Committee meetings and public participation process.

Pensacola Street Realignment Study, FDOT District Three.
Served as senior engineer for the transportation engineering portion of this project, which consisted of eliminating the Pensacola Street Bridge and evaluating several affected intersections in the study area. Objectives of the analysis were to evaluate several alignment alternatives through multiple traffic operational analyses and recommend intersection improvements for the target design year. Analyses of future conditions included the use of Highway Capacity Manuel procedures and other related methods to determine the feasibility of recommended operational improvements.

Continuing Traffic/Transportation Engineering, Collier County, FL.
Project engineer on the team selected to provide various traffic and transportation services to Collier County on an ongoing basis. Primary team responsibilities included capacity and level of service evaluations, traffic operation analyses, intersection engineering alternatives, traffic simulation animations, and coordination/public meetings to support engineering analyses and recommendations. As part of the continuing services, a study of potential grade separations was conducted for 22 intersections throughout the County.

Districtwide Miscellaneous Corridor Planning Services, FDOT District Three.
Senior transportation engineer for a variety of transportation engineering and planning services throughout the Florida panhandle for District Three, including intersection and roadway level of service evaluations, traffic forecasting, accident analyses, safety studies, and planning coordination services. Also provided miscellaneous staff support including review of other consultant studies and development of miscellaneous strategies and scopes.

The Villages, Civil Engineering, Traffic Engineering, and Transportation Planning Services, FL.
Project engineer providing traffic engineering and transportation planning services on an ongoing basis. The Villages is a retirement community consisting of more than 20,000 acres of land in Lake, Sumter, and Marion counties. The development evolved through several development of regional impact (DRI) submittal reviews, and traffic analyses were completed for the last four DRIs. In addition to the DRI analyses, a variety of consulting services were performed for The Villages: transportation modeling, origin-destination studies, access management studies, signal warrant studies, signal design, monitoring and modeling studies, interchange justification studies, traffic counts, miscellaneous conceptual planning, construction traffic studies, golf cart bridge design/inspection, and roadway design.

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Walmart Regional Distribution Center, Alachua County, FL.
Served as project engineer to perform a traffic impact study of the Walmart Regional Distribution Center (RDC) in Alachua County. The RDC was approximately a 1.1 million-square foot distribution center with 270 truck bays. The traffic study focused on the adequacy of the local road network to support the increase in truck traffic. Trip generation studies were performed at three other sites across the US. A conceptual alignment recommendation was provided at the interchange of US 441 and I-75 to address traffic operations deficiencies. Expert testimony was provided through the quasi-judicial approval hearings. This project was approved through FDOT, the City and the County, and completed on a very tight schedule. The study was approved as submitted with no revisions.

Consulting Program Management Services for Tallahassee Regional Transportation Management Center (RTMC), Tallahassee, FL.
Served as project manager developing the program plan, schedule, and budget for the proposed RTMC, including day-to-day management of all project activities and documentation in support of defining the City's related project requirements for relocating the City's existing Advanced Traffic Management System into a new public safety complex. Major task categories include the development of a Comprehensive Program Plan, Project Systems Engineering Management Plan, meetings with multiple stakeholders, and other program technical and management services.

West Tharpe Street Corridor Study, Tallahassee, FL.
Senior transportation engineer for the 2.6-mile West Tharpe Street Corridor Study. Services for this project included roadway design, traffic engineering, environmental assessment, drainage, planning, and public involvement. The critical elements of this project included: analyzing existing traffic conditions, determining future traffic demands and the corridor's multimodal needs, clarifying right-of-way issues; identifying drainage elements, and identifying noise abatement issues.

Capital Circle Office Center DRI, Tallahassee, FL.
Project manager providing consulting services to develop and negotiate transportation methodologies and approach strategies for conducting very complex and time-sensitive DRI and transportation concurrency analyses for the Capital Circle Office Center located in southeast Tallahassee. Also coordinated with multiple review agencies, including FDOT, Apalachee Regional Planning Council, City of Tallahassee, Leon County, and Florida Department of Community Affairs. This project required extensive communication among all parties due to the use of innovative approaches for identifying roadway improvements and costs, followed by negotiating solutions and calculating proportionate share costs during the intensive mitigation process.

Capital Circle Office Center DRI, Phases II and III, Tallahassee, FL.
Project manager and senior transportation engineer for all technical analyses, impact assessments, and geometric recommendations. His work culminated with a 90-minute work session with Florida Senate Appropriations Committee staff on Capitol Hill and was responsible for building consensus regarding the transportation concurrency process. Additional responsibilities included documentation to satisfy DRI requirements and frequent meetings/coordination with review agencies such as City of Tallahassee, Leon County, Department of Community Affairs, Apalachee Regional Planning Council, and Florida Department of Transportation.

Olive Road PD&E/Design Studies, FDOT District Three.
Served as project engineer responsible for data collection, traffic forecasts, operational analysis, and geometric recommendations for the target design years. The project corridor was approximately six miles in length and consisted of converting a two-lane, east-west arterial roadway to a four-lane road. Also assisted in the development of traffic signalization plans for eight intersections in Escambia County.

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South Norfolk Jordan Bridge, Chesapeake & Portsmouth, VA.
This new 5,375-foot private tolled South Norfolk Jordan Bridge (SNJB) was constructed and opened in 2012 to replace a structurally deficient bridge previously owned by the City of Chesapeake, VA. During construction, Dave reviewed design plans, conducted various field data collection activities, and worked with project team subconsultants to evaluate and develop transportation engineering improvements regarding signalized and unsignalized intersections, access management, channelization, areawide signage, pedestrian-bicycle movement, and travel times. Dave was also responsible for reviewing and discovering traffic control shortcomings prior to the open-to-traffic date and asserting himself to recommend immediate changes to traffic operational aspects included within the design plans. Throughout the first several years of bridge operation, Dave worked directly with the SNJB General Manager to, among other tasks, develop a mechanism for the efficient tabulation and statistical summarization of traffic and toll data for subsequent presentation to the project owner.

Cline Avenue Bridge, East Chicago, IN.
The Indiana DOT closed this high-level bridge in 2009 due to safety concerns, completed demolition in 2013, and transferred ownership to the City of East Chicago, IN prior to reaching an agreement with our project team (i.e. new private bridge owner), who then began construction on the new 6236-foot replacement toll bridge. Dave's initial involvement focused on the project development stages, highlighted by serving in the lead role for obtaining all permits with major federal and state agencies (USCG, USACE and other environmental agencies), participating in key agreement negotiation meetings, working with project attorneys, and communicating with Indiana DOT officials. Involvement then included a variety of other responsibilities, Dave conducted traffic data collection field tasks, evaluated area travel times and railroad crossing delay, observed intersection and arterial operations, worked with the traffic and revenue consultants to develop their final analyses and report, and assisted on various roadway design-related concepts. Lastly, during construction, Dave led a team consisting of three labor union contractors to finish pre-casted concrete segments (500 of 685 70-ton segments) and was responsible for final inspection approval prior to erection. Bridge construction has been completed and the bridge is open to traffic.

Private Toll Bridge Research and Development, Throughout the United States.
Working directly for the CEO at Figg Bridge Engineers on a large variety of special project tasks deemed strictly Confidential (even within the company), Dave's primary responsibility involved leading all research, data collection, evaluations, and summaries of structurally deficient and functionally obsolete bridges throughout the United States to support innovative critical bridge replacement solutions that eventually enhance the quality of life in communities. Due to the level of confidentiality committed to these efforts, Dave is not permitted to disclose further details within this document.

Gum Road Solid Waste Transfer Facility, Leon County, FL.
As project manager, provided the technical evaluations and expert testimony in support of Leon County Circuit Court Case No.00-CA-2460, Annie Barber et al., vs. Leon County. Technical analysis areas included traffic operations evaluations, transportation concurrency, trip generation estimates, land use comparisons, and review of previously completed traffic studies. Due to the aggressive schedule to meet the client's needs, this effort was completed in less than one month.

Governor's Square Mall NOPC, Tallahassee, FL.
Project manager involved with conducting DRI tasks related to the addition of more than 30,000 square feet of commercial development. Tasks included trip generation and distribution, roadway capacity evaluations, traffic impact assessments, and parking space requirements and location.

Wilson Property, Tallahassee, FL.
As project manager, provided a range of transportation planning and engineering services including concurrency evaluation, turn lane warrant analyses, vehicular queuing calculations, trip generation and distribution estimates, and access management recommendations.

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Gadsden Station Driveway Location Issue, Gadsden County, FL.
As project manager, researched and applied available resources regarding distances between project driveways, FDOT standards, access management statutes, railroad crossings near driveways, sight distance measurements and criteria, and overall traffic safety. This effort was completed by providing expert testimony in a quasi-judicial hearing.

Grand Boulevard Parking Study, Sandestin, FL.
As project manager, provided parking estimates for a large mixed-use commercial development using local parking codes and shared parking considerations. Efforts also involved evaluation of adjacent land uses to determine if alternative modes of transportation (transit, pedestrian, golf cart, bicycles, etc.) warranted a reduction in the overall estimated number of parking spaces.

Intersection Safety Study, FDOT District Three.
Senior project manager responsible for directing the review of 14 intersections identified by the Leon County Sheriff's Office as being known for crash-related safety issues. Tasks included obtaining and reviewing collision data through FDOT and the Crash Records Division, conducting field reviews and taking photographs, developing AutoCAD-format intersection collision diagrams and intersection crash summaries, and making safety improvement recommendations.

Statewide Travel Forecasting Model Data Collection Program, FDOT Central Office.
Served as project manager responsible for safely conducting more than 16,000 roadside interviews at 60 sites through the introduction of micro-computerized "Real Time Data Entry" procedures to greatly improve data accuracy, interview efficiency, and survey file editing and processing. The new methodology led to future similar applications by others in the transportation profession.

Florida Overland Express Ridership and Revenue Study, FDOT Central Office.
Served as quality control engineer responsible for the evaluation and selection of roadside survey sites on several Florida interstate and turnpike facilities, development of traffic control plans, computer programming for data collection procedures, personnel training, and overall review of traffic operations and safety measures. The project involved the collection of 26,500 roadside surveys over 51 days during the winter, fall, and summer months to support the Florida High Speed Rail initiative.

Ohio External Origin-Destination Study, Ohio Department of Transportation, Central Office.
As project manager, provided training services to the Department's prime consultant and managed the safe collection of over 38,000 roadside surveys on 56 Ohio state roadways. Efforts also included the coordination of hand distributing postage paid surveys at high volume congested locations, developing maintenance of traffic plans for each location, advising on microcomputer applications, and supervising field crew leaders. Given the aggressive schedule requirements of this project, experience with several previous major origin-destination studies proved to be beneficial for a timely completion.

Park Avenue Access Issue, Tallahassee, FL.
Project manager responsible for reviewing and providing a professional opinion on the location and vehicle movements allowed at a driveway along a major collector undergoing multi-lane reconstruction. As a result of the median closure, owners of a small office complex considered their access options based on an evaluation of turn-lane lengths, reviewed access management criteria, and coordinated with the City traffic engineer.

Private Development Consultant.
Dave has served as project manager or project engineer on an extensive number of proposed and existing private developments. These projects include tasks related to traffic impact studies, Developments of Regional Impact (DRI), concurrency evaluations, travel characteristics of educational institutions, traffic operational analyses, access management, public meetings, and expert testimony. Dave has also worked with review agencies on conducting peer reviews.

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Development of Regional Impact (DRI/NOPC) Studies and Transportation Impact/Concurrency Evaluations.

- Knight Property
- Horseman's Bluff
- Capital Circle Office Center
- Bay Point
- FSLIC/Capital Center
- SE Community Health Services, Inc.
- Rock Crusher
- Pensacola Marina
- Fullencamp (Indian Oaks & Del Prado North) Omni
- Governor's Square Mall
- Hancock Creek / Pine Island
- Grand Boulevard
- Emerald Bay NOPC
- Blackstone
- Seascape
- Woods Edge
- Hunter's Pointe
- Sheraton Hotel
- Riviera
- Seaside
- Cordova Mall
- Immokalee Woodlands
- I-75 Colonial Property
- Destin Country Club / Tidewater
- Tollgate DRI
- Leon County Civic Center
- Sandestin Golf and Beach Resort
- The Villages
- Southern Pines
- Silver Sands Premium Outlets
- Sonic and Golden Corral Restaurants
- Jefferson Commons Apartment Complex
- Piney Z Plantation Mixed-use Development
- Tennessee/Ocala Shopping Center
- Capital City Bank
- FAMU/FSU College of Engineering Expansion
- Huntington Oaks Plaza Shopping Center
- Expansion
- Welaunee Plantation Proposed High School
- RaceTrac
- Governor's Square Theater/Medical Office Complex
- Outback Steakhouse/Residence Inn
- Premier Bank, Tallahassee
- First Bank of Tallahassee
- Bradfordville Commercial Center
- Shoney's & Burger King
- Target Shopping Center
- Rainey Cawthon Bulk Fuel Plant Facility
- Take 5 Car Wash and Restaurant
- FSU Parking Garage
- Springwood Townhomes
- Benjamin's Run
- Miniature Golf, Go Karts & Arcade
- AJ Sports Bar Expansion
- Ox Bottom Gardens
- Commercial Building Supply
- Oak Pointe Apartments
- Country Walk Subdivision
- Home Quarters Materials and Lumber
- Florida Engineering Society
- Retail Drugstore – Tennessee Street
- Old Bainbridge Road Apartments
- The St. Joe Company, Wild Heron Way
- Wal-Mart Supercenter
- Hawk's Landing
- Waterfall Condominiums
- Rolling Ridge
- Express Lane
- Wildwood Traces
- City Gate Commerce Park DRI
- Ibis Lake
- Cabana West
- Innovation Federal Credit Union
- Kohl's Department Store
- Publix Shopping Center
- Killearn Shopping Center Expansion
- Maxie Burger Fast Food Drive-through Restaurant
- Florida Medical Association
- Broughton Stokes Building
- BP Gas and Oil Station
- Chili's Restaurant
- YMCA Nursing Home
- Florida Bar / IBM Building
- Boynton Tract Mixed-use Development
- Weems Plantation
- Capital Circle Office Center
- Leon County Health Clinic
- Seay Court Phase II
- Old Bainbridge Road Church
- Bannerman Road Publix
- City National Bank

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- KFC Restaurant
- Melrose Mixed-use Development
- Mascotte Coffee Shop
- Eagle LNG Maxville and Zoo Parkway Facilities
- Gum Road Leon County Transfer Station
- Farmers & Merchants Bank
- Apalachee East Mixed-use Development
- Bull Run Mixed-use Development
- Summit East Mixed-use Development
- Walton County Jail Expansion
- YMCA Expansion
- Tallahassee Community College Expansion
- Sam's Mixed-use Development
- Eagles Landing
- Abundant Life Church and Wilson Green
- Grand Cayman
- Oak Hammock
- Seashells on the Beach
- Walsh Glen Estates
- Glades Trail
- Smokey Bones
- Airport-Davis Plaza
- Blue Water Bay
- Harbor Town
- Wimbledon By The Sea

LEADERSHIP AWARDS

Transportation Engineer of the Year, Florida Puerto Rico District Institute of Transportation Engineers (ITE), 1993

Sherwood I. "Woody" Hiller Distinguished Service Award, Florida Puerto Rico District ITE, 2006

ITE International Past President's Award, 1995

Nathan "Nat" H. Rambo Fellowship Award, Florida Puerto Rico District ITE, 2000

The U.S. President's Volunteer Service Award, USA Freedom Corps, 2005

Past President's Leadership Award, Florida Panhandle Section Chapter ITE, 2004

Past President's Service Award, Florida Panhandle Section ITE, 1996, 2002, 2022

Distinguished Service Award, Florida Panhandle Section ITE, 1995

ABCD (Above and Beyond the Call of Duty) Award, Florida Panhandle Section ITE, 1999, 2001, 2008

ITE International Section Activities Award, 1994, 1995, 1996, 2011 (group award)

VOLUNTEER ASSOCIATIONS

Florida Puerto Rico District ITE Board of Directors, 1994 – 1997, 2002 – 2003

ITE District 10 Board District Administrator, 2003 – 2012

ITE International Trip Generation Advisory Committee, 1998 – 2016

Florida-Puerto Rico District of ITE, Board Mentor/Advisor, 2013 – present

Tallahassee Citizen's Police Academy Alumni Association Board, 2001 – 2005

Volunteer Parking Patrol, City of Tallahassee Police Department, 1999 – 2006

Leon County Code Enforcement Board, Chair, 2017 – present

Tallahassee Disc Golf Association, Vice President & City Liaison, 2010 – present

Volunteer, City of Tallahassee Parks & Recreation, 2009 - present

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LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE SPORTS COUNCIL

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mr. Christopher Petley | **Date:** 7/19/2023 11:30:46 AM

Home Address:	5383 Appledore Lane Tallahassee, FL 32309	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 528-5461	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	Chris@ChrisPetley.com	**How many years have you lived in Leon County?**	18

(EMPLOYMENT INFORMATION)

Employer:	Leon County Schools	**Work Address:**	2757 West Pensacola St Tallahassee, FL 32309
Occupation:	Administrator		
Work/Other Phone:	(850) 487-7166	**Work Email:**	Petleyc@LeonSchools.net

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 44

District: **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Brent Edson	**Name:**	Marty Merzer
Address:	Country Brook Lane	**Address:**	
Phone:	(850) 524-6501	**Phone:**	(954) 465-1099

Resume Uploaded? No

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

I have worked for Leon County Schools as an administrator for 14 years.

I started and run the local minor league soccer team, the Battle Lions, which has been operating for five years. We are a 501(c)3) non profit and entirely volunteer run--no one makes a cent it is all for the love of our community and the sport.

Tallahassee Soccer Club is more than just a soccer team, we are focused on lifting up our community through volunteer and supporting other non-profit entities.

I assist Mr. Scott Hansens, Leon Schools Athletic Director, as needed.

I can provide a complete resume once I am able to update it.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *Yes*

If yes, please explain *I am sure that Leon County Schools is doing business in one way or another. Possibly via a joint use agreement.*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *Yes*

If yes, please explain. *I believe that Leon County Schools has an appointed member to the committee. However, I would respectfully love to represent the community and not my employer.*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members on this committee shall have have demonstrated experience and interest in aspects of sports within Leon County, and must meet one of the following criteria

- [ ] Employee of FAMU Athletics
- [ ] Employee of FAMU Campus Recreation
- [ ] Employee of FSU Athletics
- [ ] Employee of FSU Campus Recreation
- [ ] Representative from the Leon County School Board
- [x] Employee of Leon County Schools Activities & Athletics

Please explain: *While not an employee of the department, I do work with Leon County Schools Athletic Director, Scott Hansen.*

- [ ] Employee of the Tallahassee Community College Athletics
- [ ] Employee of Tallahassee-Leon County Civic Center
- [ ] Employee of Tallahassee Orthopedic & Sports Physical Therapy
- [x] County resident who has demonstrated experience and interest in aspects of sports within Leon County

Please explain: *Founder and President of Tallahassee Soccer Club, a local minor league sports team established in 2018.*

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

Signature: Mr. Christopher Petley

The application was electronically sent: 7/19/2023 11:30:46 AM

LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
TALLAHASSEE SPORTS COUNCIL

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

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

Name: Mr. Mike Kay

Date: 12/1/2023 5:36:35 PM

Home Address:	1821 Wagon Wheel Cir E Tallahassee, FL 32317-7439	**Do you live in Leon County?**	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 877-6830	**Do you own property in the Tallahassee City Limits?**	Yes
Primary Email:	michaelkay@comcast.net	**How many years have you lived in Leon County?**	37

(EMPLOYMENT INFORMATION)

Employer:	ESI Services, LLC	**Work Address:**	P.O. Box 15888 Tallahassee, FL 32317-7439
Occupation:	Managing Director		
Work/Other Phone:	(858) 057-5017 Ext.7	**Work Email:**	mkay@esiusa.com

(OPTIONAL)

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

Race: White **Gender:** M **Age:** 66

District: District I **Disabled?** No

(RESUME AND REFERENCES)

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

Name:	Ashley Edwards, Director	**Name:**	Scott Hansen, Director Student Activities
Address:	City of Tallahassee Parks, Recreation & Neighborhood Affairs Department 1201 Myers Park Dr. Tallahassee, FL 32301	**Address:**	Leon County Schools 2757 West Pensacola Street Tallahassee, FL 32304
Phone:	(850) 891-3853	**Phone:**	(850) 487-7370

Resume Uploaded? Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?* *Yes*

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* *No*

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

Are you willing to complete a financial disclosure form if applicable?* *Yes*

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?* *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?* *No*

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)* *No*

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?* *No*

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?* *No*

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? *No*

Members on this committee shall have have demonstrated experience and interest in aspects of sports within Leon County, and must meet one of the following criteria

- [ ] Employee of FAMU Athletics
- [ ] Employee of FAMU Campus Recreation
- [ ] Employee of FSU Athletics
- [ ] Employee of FSU Campus Recreation
- [ ] Representative from the Leon County School Board
- [ ] Employee of Leon County Schools Activities & Athletics
- [ ] Employee of the Tallahassee Community College Athletics
- [ ] Employee of Tallahassee-Leon County Civic Center
- [ ] Employee of Tallahassee Orthopedic & Sports Physical Therapy
- [x] County resident who has demonstrated experience and interest in aspects of sports within Leon County

Please explain: *I have been an active participant in sports both as a player and a coach for virtually my entire life. I have coached several sports at various levels while in Tallahassee, most significantly 25 years as a volunteer tackle football coach at Swift Creek Middle School and 2 years as a semi-pro football coach for the Tallahassee Tornados. Sports play a significant role in many people's lives and the diversity of sports in Leon County is a significant asset to the community as a whole.*

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

Signature: Mr. Mike Kay

The application was electronically sent: 12/1/2023 5:36:35 PM

Michael D. Kay, PMP®

1821 Wagon Wheel Circle East Tallahassee, FL 32317-7439
Home: 850-877-6830 Office: 850-575-0179 Ext. 7 MichaelKay@comcast.net

Experience Summary

Over forty-four years in the Information Technology field, thirty-four of which have involved management of technical staff and projects. Considerable background in product and project management, requirements analysis, migration planning, and customer consulting.

Work Experience

Managing Director – ESI Services, LLC (ESI), Tallahassee, FL January 2017 to present
Manage day-to-day activities of all staff; coordinate sales, customer service, and technical support functions.

Senior Project Manager – ESI Services, LLC (ESI), Tallahassee, FL March 2003 to present
Responsible for managing all project management staff; managed large variety of projects including custom application development and migrations.

Director of Methods & Procedures – ESI , Tallahassee, FL May 2000 to February 2003
In addition to actively managing projects, defined project-based methodology and procedures for all projects performed by ESI.

Director of Support, Testing, and Education - ESI, Tallahassee, FL December 1998 to April 2000

Manager, Software Engineering - EDP Systems Inc. (ESI), Tallahassee, FL April 1993 to Nov 1998

Senior Technical Consultant - EDP Systems Inc. (ESI), Livonia, MI October 1988 to March 1993

Director of MIS - EDP Systems Inc. (ESI), Tallahassee, FL June 1987 to September 1988

System Software Specialist - EDP Systems Inc. (ESI), Tallahassee, FL June 1983 to June 1987

Visiting Professor - Florida A & M University, Tallahassee, FL June 1982 to June 1983

Data Center Technical Analyst - Burroughs Corporation, Detroit, MI June 1979 to June 1982

Education

Graduate Certificate in Project Management.
Florida State University, Tallahassee, FL. December 2010 (4.0 GPA).

Master of Science in Liberal Arts (incomplete).
Wayne State University, Detroit, MI. Majoring in Computer Science.

Bachelor of Science in Applied Arts and Sciences.
Central Michigan University, Mt. Pleasant, MI. Majored in Computer Science, minored in Mathematics.

Michael D. Kay, PMP®

Community Service

Tallahassee Parks and Recreation Advisory Board – June 2018 to present (term expires May 2024).

- Chair 2022 to present
- Vice Chair 2020-2022
- Winter Festival Parade Judge 2022 and 2023.

Tallahassee PMI Chapter Board of Directors – VP of Administration 2015-2017.

- Initiated and coordinated annual strategic planning sessions.
- Rewrote/Updated Tallahassee PMI Chapter Bylaws.
- Wrote Tallahassee PMI Chapter Policies and Procedures.

Project Management Professional (PMP) certification from PMI. February 2013 to present.

Member of Project Management Institute (PMI) and Tallahassee PMI chapter since 2007.

The Tallahassee Ballet

- Volunteer activities – ushering at performances, reorganizing/cleaning warehouse.
- Rewrote/Updated bylaws.

Elder Care Services Meals on Wheels – 2002-2006.

UNITE (Unisys user's group) Board of Directors 1995-2003;

- Chairman of the Board
- Secretary/Treasurer
- Director of Marketing
- Director of the Display Room
- Conference Planning Director
- Initiated and coordinated annual strategic planning sessions.
- Rewrote/Updated UNITE bylaws
- Rewrote/Updated UNITE Policies and Procedures
- Recipient of UNITE Star Award (2005).

Volunteer tackle football coach at Swift Creek Middle School – 1999-present.

Football coach for Tallahassee Tornados Minor League Football – 1996-1998.

Additional community service activities include coaching youth sports (flag football, baseball, and softball) for Tallahassee Parks and Recreation Department and Chaires Little League – 1992-2003.

Football coach for high schools in Michigan – Plymouth Canton High School, Highland Park High School, Cranbrook Kingswood Upper School, Birmingham Brother Rice High School.

Leon County
Board of County Commissioners

Notes for Agenda Item #24

Leon County Board of County Commissioners

Agenda Item #24

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Consider an Eighth Amendment to the Southwood Development of Regional Impact Integrated Development Order

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Barry Wilcox, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Ryan Guffey, Concurrency Management Planner

Statement of Issue:

This item requests the Board conduct the first and only public hearing to consider approval of an eighth amendment to the Southwood Development of Regional Impact Integrated Development Order (Southwood DRI-DO). There are four components to this request: the first component would revise the mixture of land uses located east of the Town Center, the second component would delete the requirement to construct Merchants Row Extension from Colleton Court to Grove Park Drive, the third component would revise two land use tables to indicate that acreages listed are conceptual in nature and not precise numbers, and the fourth component would allow stormwater facilities on the vacant parcels along the Merchants Row Extension.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and approve the eighth amendment to the Southwood Development of Regional Impact Integrated Development Order (Attachment #1) with the conditions recommended by the Planning Commission.

Report and Discussion

Background:

This item seeks Board approval of an eighth amendment to the Southwood Development of Regional Impact Integrated Development Order (DRI-DO). On September 5, 2023, the County received a revised application on behalf of Stadium Place of TLH, LLC and K&N Group, LLC (collectively known as the "Applicant") to amend the Southwood DRI (Attachment #1). At its October 10, 2023 meeting, the Board scheduled the public hearing for this item for December 12, 2023. This public hearing is quasi-judicial in nature. Legal considerations for quasi-judicial hearings are provided in the Analysis section of this item.

Southwood is a 3,222-acre mixed-use development located in the City of Tallahassee (COT). Due to the size and scope of the Southwood development, it was originally approved as a DRI in accordance with Chapter 380, Florida Statutes. The Southwood DRI-DO was adopted by the City and County in 1999 due to the Southwood DRI being located within both jurisdictions. Although a majority of the Southwood DRI has been annexed into the City, there are three (3) parcels within the Southwood DRI that remain in unincorporated Leon County. The Southwood DRI-DO, adopted by both the City and County, governs the Southwood DRI. A DRI-DO outlines the development program for the project and identifies required improvements intended to mitigate the development's regional impacts.

Property owners can request a change to the DRI-DO provided the change is limited to their property. A change that would impact the entire Southwood DRI would require the concurrence of St. Joe Corporation as well as any other property owners as it could impact their development rights. The Applicant owns the remaining vacant parcels within the Southwood Town Center and intends to amend the DRI-DO to affect their parcels.

In 2018, Section 380.06, Florida Statutes, was amended to eliminate the DRI review process. Amendments to DRI's are no longer reviewed by the State of Florida or the Apalachee Regional Planning Council, and are now strictly within the purview of the local governments in which a DRI is located. Amendments to the Southwood DRI-DO continue to require approval by both the County and the City.

This is the eighth amendment to the Southwood DRI-DO. The previous amendments are as follows:

- The first amendment was for the Independence Landing Project to serve adults with cognitive and developmental disabilities and was approved by the Board on October 23, 2018.
- The second amendment allowed a proposed 82,000 square foot addition to the Florida State University School and was approved by the Board on March 12, 2019.
- A third amendment, which consisted of a proposed 9,000 square foot addition to Creative Day Care, an additional fifteen (15) beds for Pruitt Healthcare, and a change to the DRI transportation conversion table, was approved by the Board on May 14, 2019.

- The fourth amendment to re-designate a 17-acre Mixed Use Office Commercial parcel to Medium Density Residential was approved by the Board on June 18, 2019.
- The fifth amendment revised the master plan of the DRI-DO to re-designate a portion of property from MUI-1 to MUEI-5 to provide for the future home of the Tallahassee Classical School was approved by the Board on September 17, 2019.
- A prior proposed sixth amendment by the St. Joe Corporation was withdrawn in March 2020.
- A proposed sixth amendment to allow a ½ acre of golf course property to be designated to for a single-family residence was denied by both the City and County Commissions in 2020.
- A proposed seventh amendment sought multiple changes to the Southwood DRI-DO that also required the approval of an updated stormwater master plan. The applicant decided to withdraw this amendment due to the amount of time the stormwater master plan update required. A newly updated stormwater master plan was subsequently approved by the City on June 30, 2023.

Analysis:

The eighth proposed amendment consists of four (4) proposed amendments to the DRI-DO. These amendments are limited to the area near and around the Southwood Town Center. These proposed changes are in response to changes in the market and would generally help ensure that the Town Center develops as anticipated and provide flexibility in design. The amendments to the DRI-DO are for parcels that are entirely within the City. There is an accompanying Planned Unit Development (PUD) amendment that is currently being processed solely by the City.

The DRI-DO amendments proposed by the Applicant are generally summarized below:

- The first change would amend the current mixed-use standards to require a minimum of 60,000 square feet of commercial/office use and allow two hundred (200) dwelling units. The current language requires a 60%/40% split of 160,000 square feet for commercial and office uses. The change would simplify the language to simply require that 60,000 square feet of either use or a mixture thereof be developed along with the two hundred (200) dwelling units. The developer would be extinguishing the remaining 100,000 square feet of commercial and office square footage for the Town Center. The proposed change would impact the vacant properties located to the east of the existing Town Center (located at 3227 and 3228 Merchants Row Boulevard, respectively). The current Town Center consists of approximately 26,000 square feet of commercial use.
- The second change would allow the developer the option of not constructing Merchants Row Extension from Colleton Court to Grove Park Drive. The aforementioned segment is shown on the DRI master plan but was never constructed. Staff from the Leon County Development Support and Environmental Management (DSEM), Tallahassee Leon County Planning Department (TLCPD) and the City of Tallahassee Growth Management Department are in favor of the removal of this roadway from the master plan. The proposed

change would allow more flexibility in design of the site for a safer and more walkable community along with the accommodations for stormwater. The removal of the Merchants Row Extension does not impact any County roadway facilities. As a condition, the Planning Department and the Planning Commission recommended that the proposed amendment to DRI-DO Section 2.E not be accepted.

- The third change would clarify Tables B-1 and B-2 of the DRI-DO (Attachment #2). The clarification of the tables essentially means that the acreages listed in the table are not intended to be precise and represent a conceptual allocation of acreage of various uses. This amendment would make it clear that the conceptual acreages of uses identified in these tables cannot be used to create an inconsistency between a specific project, which has more precise acreage, and the more conceptual DRI-DO requirements. City Growth Management and the City Attorney's Office stated that only the overall developer for the DRI (St. Joe) could request this change. DSEM concurs with the City's recommendation to strike this change of the request. As a result, the Planning Department and the Planning Commission recommended as a condition of approval that this third change not be accepted.
- The fourth change would allow stormwater facilities to be placed on the previously identified parcels within the vacant parcels along the original Merchants Row alignment, if necessary and in addition to, the master stormwater facilities plan which addresses the entire DRI.

The proposed amendment requests changes on parcels that exist solely within the jurisdiction of the City of Tallahassee (Attachment #2). Any proposed development within the parcels adjacent to the existing town center would have to comply with the DRI-DO, the Southwood Planned Unit Development (PUD) requirements, concurrency and complete the required site and development plan review. The site and development plan review (including the PUD amendment) is reviewed by the City. Both the City of Tallahassee and Leon County Concurrency Management will ensure that any additional development is consistent with the trip equivalency table found in the DRI-DO.

The City of Tallahassee Growth Management Department recommends approval of the Southwood DRI-DO amendment, with conditions, consistent with the amended recommendations from the Planning Commission for the second and third proposed changes noted above. The City Commission will conduct a public hearing on the proposed Southwood DRI-DO and associated PUD amendments on December 13, 2023.

Consistency with the Comprehensive Plan:

The Tallahassee-Leon County Planning Department has determined that the proposed change is consistent with the Tallahassee-Leon County Comprehensive Plan (Attachment #3). Planning Department staff recommends approval of the proposed Southwood DRI-DO amendment. A Planning Commission public hearing was held on November 7, 2023 to review the proposed DRI-DO and PUD amendments for consistency with the Tallahassee-Leon County Comprehensive Plan.

Section 10-6.697 of the Leon County Land Development Code (LDC) requires the Planning Commission make a recommendation to the Board whether a proposed change to a DRI constitutes a substantial deviation. At its November 7, 2023 public hearing, the Planning Commission found that the proposed Southwood DRI-DO amendment did not constitute a substantial deviation and is consistent with the Comprehensive Plan.

As a result, the Planning Commission recommended unanimous approval of the proposed amendment to the Southwood DRI-DO subject to conditions. The conditions included recommended revisions to the proposed DRI-DO to state that the Town Center is a "Pedestrian Primary Area" should the developer choose not to construct the expansion of Merchants Row Boulevard from Colleton Court to Grove Park Drive, to not accept the proposed second amendment to DRI-DO Section 2.E that would state that the Merchants Row Extension will be removed from the DRI as part of a later amendment, and to not accept the third proposed change which would amend Tables B-1 and B-2 of the current DRI-DO.

Therefore, Leon County DSEM recommends the applicant's request be approved consistent with the conditions of approval recommended by the Planning Commission as stated above.

Public Notification:

The public hearing was publicly noticed consistent with Florida Statutes (Attachment #4).

Legal Considerations:

This hearing is a quasi-judicial proceeding; therefore, members of the Board shall not initiate or knowingly engage in ex parte communications regarding this item. Ex parte communications are verbal or written communications made to a member of the Board on a matter to come before the Board by, or on behalf of, a party outside of a Board meeting, and without notice to the other parties. All ex parte communications received by a Commissioner should be forwarded to the County Attorney's Office for inclusion in the agenda materials. If a communication is not included in the agenda materials or occurs after agenda materials are distributed to the Board, the Commissioner must disclose the details of the communication at the Board meeting before the Board takes action on the matter.

Quasi-judicial hearings require due process (notice and an opportunity to be heard and cross-examine), must comport with the essential requirements of the law (consideration of the correct criteria), and require that the decision of the Board be supported by competent, substantial evidence placed on the record before the Board. "Competent substantial evidence" is that which is "sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached." De Groot v. Sheffield, 95 So. 2d 912, 916 (Fla. 1957). Further, evidence relied upon must be fact-based, real, material, pertinent and relevant.

Upon approval, approval with conditions, or denial of this application, a written final determination of the Board will be rendered with the Clerk to the Board.

Options:

1. Conduct the first and only public hearing and approve an eighth amendment to the Southwood Development of Regional Impact Integrated Development Order with the conditions recommended by the Planning Commission.
2. Conduct the first and only public hearing and do not approve an eighth amendment to the Southwood Development of Regional Impact Integrated Development Order with the conditions recommended by the Planning Commission.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Eighth Amendment to the Southwood DRI-DO
2. Location Map
3. Consistency review by the Tallahassee-Leon County Planning Department
4. Notice of Public Hearing

Holtzman Vogel

HOLTZMAN VOGEL BARAN TORCHINSKY & JOSEFIAK PLLC

September 1, 2023

Mr. Ryan Guffey
Department of Development Support and Environmental Management
Leon County
435 North Macomb Street
Tallahassee, Florida 32301

RE: Proposed Southwood DRI Development Order Amendment

Dear Ryan:

Our firm represents Stadium Place of TLH, LLC (or Stadium Place) who is the owner of the remaining vacant tracts in the Southwood Town Center. This letter serves as our request to amend the Southwood Development of Regional Impact (DRI) Development Order in order to incorporate language that was adopted in a 2020 Tallahassee-Leon County Comprehensive Plan amendment. The reason for that comprehensive plan amendment was to remove an impediment to the development of the Southwood Town Center. A similar amendment is proposed for the Southwood Planned Unit Development (PUD) Ordinance. There are also three other minor amendments that address the future extension of Merchants Row Boulevard, stormwater options in the Town Center, and clarifying the acreage data in the DRI. Finally, we have also submitted an amendment application to the City for their review.

Background

Stadium Place owns the existing Southwood Town Center. The Town Center is at 100% occupancy and provides the types of retail/commercial uses that were envisioned when the Southwood DRI master plan was originally adopted. Recently Stadium Place purchased the remaining undeveloped parcels within the Southwood Town Center from the St. Joe Corporation. The undeveloped parcels total 15.3 acres as shown below:

Table 1: Remaining Undeveloped Parcels in the Southwood Town Center

PARCEL	ACREAGE
3115310000020	5.18
3115310000010	10.44
3122200020000	.36
311527 E0190	1.14
TOTAL	**15.32**

All of these parcels are very suitable for development and well-located in the center of Southwood, but have remained undeveloped for many years due to the Town Center mixed use requirements found in both the DRI DO and PUD. The real estate market has demonstrated that these standards were not realistic as proven by the lack of development in twenty years.

In 2020 both the City of Tallahassee and Leon County recognized the need to amend these mixed use standards with a simple minimum development requirement of 60,000 square feet of commercial and 200 dwelling units. The Town Center standards permit (and encourage) much more development but this is the

floor for how much mixed use development must be within the Southwood Town Center. The current town center contains approximately 26,000 square feet of commercial. This amendment ensures that an additional 34,000 square feet of commercial must be constructed, at a minimum, in the Town Center.

PROPOSED DRI AMENDMENTS

We are proposing three amendments to the Southwood DRI Development Order. Each amendment is discussed below.

Proposed DRI DO Amendment #1 – Amend Town Center Standards

This amendment would modify Section 2 E. of the DRI DO to match the language found in Future Land Use Element Policy 10.1.2 (I). This comprehensive plan policy directly relates to the Southwood Town Center. The Proposed DRI DO amendment language is as follows:

Proposed DRI DO Amendment #1

The Developer shall allocate a minimum of 160,000 GSF of Phase 1 Commercial and Office, exclusive of the conversion rights provided in the next paragraph, combined for Town Center ~~with the amount of each land use from the minimum allocation constituting no more than 60 percent of the total and no less than 40 percent of the total~~. Development within the Town Center shall include a mixture of uses consistent with the following minimums: 60,000 square feet of commercial and 200 residential units. Additional development may include any other uses permitted in the Town Center, such as office, institutional/community facilities, medical and assisted living facilities. Maximum development shall be limited by the allowable densities and maximum Floor Area Ratios (FAR).

As mentioned, this is the exact language that was adopted in 2020 by both the City of Tallahassee and Leon County in the Tallahassee-Leon County Comprehensive Plan for the Town Center District.

Proposed DRI DO Amendment #2 – Developer Option to Not Construct Merchants Row Extension and Onsite Stormwater Management

This amendment would modify Section 2 E. by adding language giving the Developer (Stadium Place) the option to not construct Merchants Row from Colleton Court to Grove Park Drive. This segment has never been constructed but is shown as a future extension on the DRI Master Plan. Removing the corridor will give more design flexibility to the Developer and can result in a safer, more walkable and better designed Town Center. This provision would also allow the developer to address this issue at the time of site plan development instead of having to amend the DRI development order to remove the roadway extension.

The Developer also proposes language to confirm that onsite stormwater management is an option in addition to connection to the Southwood master stormwater facilities.

Mr. Ryan Guffey
Correspondence
September 1, 2023

The Proposed DRI DO amendment language is as follows:

Proposed DRI DO Amendment #2

At the time of site plan review, the Developer of the Town Center (Parcel #s 3115310000020 and 3115310000010) has the option to not construct the expansion of Merchants Row Boulevard from Colleton Court to Grove Park Drive without the need to amend the DRI Development Order. This option may allow for a better plan of development and a more walkable Town Center District. If the Developer chooses this option then the removal of this road segment on the Southwood DRI Map will be incorporated into a future amendment to the DRI Development Order as a map update. The Developer also has the option to address stormwater through on-site facilities, off-site facilities by connecting to the Southwood master stormwater facilities or a combination of on-site and off-site stormwater management.

Proposed DRI DO Amendment #3 – Clarify Acreages in Exhibits B-1 and B-2 are for information purposes only

This amendment would add clarifying language in the DRI DO to state that the acreage figures in Exhibits B-1 and B-2 are for information purposes only. Exhibits B-1 and B-2 have specific acreage breakdowns by land use and by development parcels. However, these acreages have been a best guess on the part of the developer and the City and County and have been known to be inaccurate. Additionally, maintaining this level of detail has not served any planning purposes and is no longer needed with the removal of the original DRI substantial deviation criteria under the original state law. Finally, maintaining this information has been a significant cost in both developer consultant and City and County staff time.

The Proposed DRI DO amendment language is as follows:

Proposed DRI DO Amendment #3

Exhibits B-1 and B-2 provide acreages by land use for the Project. These acreages are for planning purposes only are not the basis for review of the Project or an inconsistency between the Development Order and a Project.

Comprehensive Plan Consistency

These proposed amendments are consistent with and further the Tallahassee-Leon County Comprehensive Plan. Southwood is within the Southeast Sector Plan which includes specific development standards for the Town Center district. These are established in Future Land Use Element Policy 10.1.2 (I). This DRI amendment incorporates those standards. The current language in the DRI DO and PUD are not consistent with the comprehensive plan.

Mr. Ryan Guffey
Correspondence
September 1, 2023

In addition to the Southwood Town Center District Standards, this amendment also furthers numerous objectives and policies in the Tallahassee-Leon County Comprehensive Plan which are listed below, by encouraging high intensity mixed-use development in the Southwood Town Center.

1. Encourages development on lands suitable for development and away from environmentally sensitive areas (Future Land Use (FLUE) Goal 1, Objective 10.1 and Policies 6.1.2 and 10.1.2(I)).
2. Directs development within the urban service area where public facilities are in place (FLUE Goal 1, Objectives 1.1 , 6.1 and 10.1 and Policies 1.1.1 and 10.1.2(I)).
3. Allows for intense mixed use development in close proximity to employment and residential (FLUE Objective 10.1 and Policies 1.1.7, 10.1.1, 10.1.2(I) and 10.1.5).
4. Encourages other modes of transportation due to the close proximity of commercial, employment and housing (FLUE Objective 10.1 and Policies 6.1.2, 10.1.1, 10.1.2(I) and 10.1.3).
5. Provides for compatibility between the uses due to the design standards that are required in Southwood (Objective 10.1 and Policies 10.1.2(I) and 10.1.5).

Conclusion

This application clearly demonstrates that the proposed amendments are consistent with the Tallahassee-Leon County Comprehensive Plan and furthers the planning standards contained in the Southwood DRI Development Order and PUD. All of these necessary supporting analysis and fees have also been submitted as part of this application.

If you have any questions regarding this DRI DO amendment application, then feel free to contact me at (850) 556-8882

Sincerely,

Darrin F. Taylor
Director of Planning

cc: Josh Kasper, Stadium Place

EXHIBIT B-1
SOUTHWOOD DRI DEVELOPMENT PROGRAM

DRI LAND USES	Phase 1 (1999-2035) DU/GSF/ACRES		Phase 2a (2005-2035) DU/GSF/ACRES		Phase 2b (2020-2035) DU/GSF		PROJECT TOTAL DU/GSF/ACRES	
Residential[1]								
Single Family		1,048 DU		1,505 DU				2,553 DU
Multi-Family		777 DU		1,730 DU				2,507 DU
Independence Landing[10]				400 DU				400 DU
SUBTOTAL		1,825 DU		3,635 DU				5,460 DU
Commercial (Wholesale, Retail & Service)[2]		287,000 GSF		373,179 GSF		12,502 GFS		672,681 GSF
Office[2]		0 GSF		457,000 gfs		1,544,117 GSF		2,001,117-GSF
Hotel[2]				135 rooms				135
Assisted Living Facility				116 beds				
Industrial				149,000 GFS		2,328,381 GSF		2,477,381 GSF
Southwood Historic Home				17,000 GSF				17,000 GSF
Educational/Institutional								
Educational[9]		230,000 GFS		445,000 GSF				675,000 GSF
Institutional[3]								29,354
Day Care Center				29,354 GSF				GSF12,800
Community Center				12,800 GSF				GSF717,154 GFS
SUBTOTAL		230,000 GFS		487,154 GSF				
Recreation & Open Space								
Central Park [4]		125 AC						125 AC
Community Park[5]		195 AC						195 AC
North Park				36 AC				36 AC
Golf Course/Clubhouse		214 AC						214 AC
Other Open Space & Buffers[6]		772 AC	61	25 AC				797 AC
SUBTOTAL		1306 AC		61 AC				1,367 AC

Notes:

1. Single family and multi-family residential acreages include 59 acres of Town Center. The remaining 32 acres of Town Center is included in both the Commercial and Office category.

2. Acreage identified for Office and Commercial in the original development order did not reflect the land necessary to support Office or Commercial. The mixed-use pods were always intended to be the location for Office and Commercial uses. In addition, 17,000 GSF of Commercial may be located at the Historic House overlay as a sales center.

3. Up to 31.000_GSF of Phase 1 Commercial may be converted into Phase 1 Institutional to be located in all pods except areas designated for Recreation and Open Space at a rate of 203 GSF Institutional for 100 GSF Commercial. Any conversion of Commercial to Institutional must be reported in the next required Annual Report.

4. Central Park includes 22 acres of active recreation uses and 103 acres of passive recreation/open space uses. Refer to ADA Figure 26.1.

5. Community Park includes 42 acres of active recreation uses and 153 acres of passive recreation/open space/conservation uses. Refer to ADA Figure 26.2.

6. Other Open Space and Buffers includes open space corridors throughout the project (see ADA Figure 26.1) as well as the 86 acre stormwater management facility site south of Tram Road.

7. Commercial, Office, Hotel and Industrial Acreages may include the same pods in multiple categories to reflect the wide range of allowable uses within various land uses. Refer to exhibit B-2 for specific pod acreages.

8. The DRI phase and buildout dates are May 9, 2035.

9. The Education entitlements are divided as follows: 234,000 SF to FSU School, 172,000 to FSU School expansion, 79,000 to John Paul II Catholic School, 100,000 SF for charter school and 90,000 SF for future public school use.

10. Independence Landing project does not count against the total trips for this Project and must undergo concurrency approval with the City.

11. Acreages for uses are shown by land use district in Exhibit B-2.

12. Acreages shown in Exhibit B-1 and Exhibit B-2 are for planning purposes only and are not the basis for the review of the Project or an inconsistency between the Development Order and the Project.

EXHIBIT B-2
SOUTHWOOD DRI PHASING PROGRAM

PHASE 1		
POD	**LAND USE**	**ACRES[2]**
LSF-6	LARGE LOT RESIDENTIAL	14
LSF-8	LARGE LOT RESIDENTIAL	27
LSF-9	LARGE LOT RESIDENTIAL	53
LSF-10	LARGE LOT RESIDENTIAL	101
SUBTOTAL		**195**
LDR-6	LOW DENSITY RESID.	23
LDR-10	LOW DENSITY RESID.	53
LDR-11	LOW DENSITY RESID.	23
LDR-12	LOW DENSITY RESID.	27
LDR-13a	LOW DENSITY RESID.	11
LDR-14	LOW DENSITY RESID.	7
LDR-15	LOW DENSITY RESID.	46
LDR-16	LOW DENSITY RESID.	32
SUBTOTAL		**222**
MDR-6a	MED. DENSITY RESID.	8
MDR-7	MED. DENSITY RESID.	24
MDR-8	MED. DENSITY RESID.	15
MDR-9	MED. DENSITY RESID.	5
MDR-12	MED. DENSITY RESID.	23
SUBTOTAL		**75**
TC-1	TOWN CENTER (MIXED USE)	59
TC-2	TOWN CENTER (MIXED USE)	32
SUBTOTAL		**91**
MUOC-2	OFFICE/COMMERCIAL	33
MUOC-4	OFFICE/COMMERCIAL	22
MUOC-6	OFFICE/COMMERCIAL	29
MUOC-7	OFFICE/COMMERCIAL	4
SUBTOTAL		**88**
MUEI-2	EDUCATIONAL/INSTITUTION	53
MUEI-3	EDUCATIONAL/INSTITUTION[3]	86
MUEI-4	EDUCATIONAL/INSTITUTION	9
MUEI-5	EDUCATIONAL/INSTITUTION	10
SUBTOTAL		**158**
REC	COMMUNITY PARK	42
REC	CENTRAL PARK/COMM. CTR	22
REC	GOLF COURSE	214
SUBTOTAL		**278**
	DEVELOPED	**2,007**
	OPEN SPACE.	**1,028**
	TOTAL	**2,135**

PHASE 2a		
POD	**LAND USE**	**ACRES[2]**
LSF-1	LARGE LOT RESIDENTIAL	44
LSF-3	LARGE LOT RESIDENTIAL	62
LSF-5	LARGE LOT RESIDENTIAL	30
LSF-7	LARGE LOT RESIDENTIAL	32
SUBTOTAL		**168**
LDR-1	LOW DENSITY RESID.	24
LDR-2	LOW DENSITY RESID.	82
LDR-3	LOW DENSITY RESID.	63
LDR-4	LOW DENSITY RESID.	13
LDR-5	LOW DENSITY RESID.	89
LDR-7	LOW DENSITY RESID.	16
LDR-8	LOW DENSITY RESID.	7
LDR-9	LOW DENSITY RESID.	23
LDR-13b	LOW DENSITY RESID.	4
SUBTOTAL		**321**
MDR-1	MED. DENSITY RESIDENTIAL	33
MDR-3	MED. DENSITY RESIDENTIAL	18
MDR-4	MED. DENSITY RESIDENTIAL	21
MDR-5	MED. DENSITY RESIDENTIAL	25
MDR-6b	MED. DENSITY RESIDENTIAL.	15
MDR-10	MED. DENSITY RESIDENTIAL.	20
MDR-11	MED. DENSITY RESIDENTIAL.	74
MDR-13	MED. DENSITY RESIDENTIAL	8
MDR-14	MED. DENSITY RESIDENTIAL	47
MDR-15	MED. DENSITY RESIDENTIAL	13
MDR-16	MED. DENSITY RESIDENTIAL	20
MDR-17	MED. DENSITY RESIDENTIAL	17
SUBTOTAL		**311**
TC-1[4]	TOWN CENTER (MIXED USE)	See Ph.1
TC-2[4]	TOWN CENTER (MIXED USE)	See Ph.1
SUBTOTAL		**0**
MUOC-3	OFFICE/COMMERCIAL	28
MUOC-5	OFFICE/COMMERCIAL	29
MUOC-8	OFFICE/COMMERCIAL	47
SUBTOTAL		**104**
NVC-1	NEIGHBORHOOD VILLAGE CTR	10
SUBTOTAL		**10**
MUI-1	RESEARCH & DEVELOPMENT	71
MUI-2	RESEARCH & DEVELOPMENT	55
MUI-3	RESEARCH & DEVELOPMENT	57
SUBTOTAL		**183**
MUEI-1	EDUCATIONAL/INSTITUTIONAL	29
MUEI-2[5]	EDUCATIONAL/INSTITUTIONAL	53
MUEI-3[5]	EDUCATIONAL/INSTITUTIONAL	86
SUBTOTAL		**168**
PARK	NORTH PARK (OPEN SPACE)	36
SUBTOTAL		**36**

PHASE 2b[1]		
POD	**LAND USE**	**ACRES[2]**
TC-1[4,6]	TOWN CENTER (MIXED USE)	See Ph.1
TC-2[4,6]	TOWN CENTER (MIXED USE)	See Ph.1
SUBTOTAL		**0**
NVC-1[6]	NEIGHBORHOOD VILLAGE CENTER	See Ph.2a
SUBTOTAL		**0**
MUI-1[6]	RESEARCH & DEVELOPMENT	See Ph.2a
MUI-3[6]	RESEARCH & DEVELOPMENT	See Ph.2a
SUBTOTAL		**0**
MUEI-1[6]	EDUCATIONAL/INSTITUTIONAL	See Ph.2a
SUBTOTAL		**0**
	DEVELOPED[4,6]	**194**
	TOTAL	**194**

		DEVELOPED[4,5]	**1,265**
		OPEN SPACE	**61**
		TOTAL	**1,326**

NOTES

1. Prior to commencement of development of Phase 2b entitlements, an updated traffic analysis that addresses cumulative impacts of Phases 1 through 2b will be provided by the Developer to the review agencies as a substantial deviation for review for transportation impacts only. Until such time as the Phase 2b entitlements are sought, the lands identified as being in Phase 2b may be developed with available entitlements from Phase 2a.
2. Acreage projections for each development pod on this table and on Map H are approximate and may vary based upon final survey and platting.
3. Phase 1 development of MUEI-3 limited to 56,000 GSF and ancillary athletic fields.
4. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phases 2a and 2b.
5. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phase 2a.
6. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 2a, and represents developer's ability to develop up to the stated acreage in Phase 2b.
7. Acreages shown in Exhibit B-1 and Exhibit B-2 are for planning purposes only and are not the basis for the review of the Project or an inconsistency between the Development Order and the Project.

EIGHTH AMENDMENT TO THE INTEGRATED DEVELOPMENT ORDER

FOR THE SOUTHWOOD DEVELOPMENT OF REGIONAL IMPACT

WHEREAS the Southwood Development of Regional Impact (DRI) is a mixed-use development on approximately 3,322 acres located in the City of Tallahassee and in unincorporated Leon County, Florida; and

WHEREAS the original development order for the Southwood DRI was issued in 1999; and

WHEREAS the original development order was amended by the Integrated Development Order, 1999-2012 (the "Integrated Development Order"), was approved by the Tallahassee City Commission on January 25, 2012, and the Leon County Board of County Commissioners on July 10, 2012; and

WHEREAS an administrative amendment to the Integrated Development Order was approved by the Tallahassee City Commission on October 25, 2017, and the Leon County Board of County Commissioners on November 14, 2017; and

WHEREAS the first amendment to the Integrated Development Order was approved by the Tallahassee City Commission on October 17, 2018, and the Leon County Board of County Commissioners on October 23, 2018, which approved the Independence Landing project; and

WHEREAS the second amendment to the Integrated Development Order was approved by the Leon County Commission on March 12, 2019, and the Tallahassee City Commission on March 27, 2019, which approved the Florida State University School project; and

WHEREAS the third amendment to the Integrated Development Order was approved by the Leon County Commission on May 14, 2019, and the Tallahassee City Commission on May 15, 2019, which approved the Creative Child Learning Center and Pruitt Health expansions and established the Land Use Conversion Table as Exhibit I; and

WHEREAS the fourth amendment to the Integrated Development Order was approved by the Leon County Commission on June 18, 2019, and the Tallahassee City Commission on June 19, 2019, which approved the Medium Density Residential (MDR-17) project and

WHEREAS the fifth amendment to the Integrated Development Order was approved by the Leon County Commission on September 17, 2019, and the Tallahassee City Commission on September 15, 2019, which approved the Mixed Use Educational/Institutional 5 (MUEI-5) project; and

WHEREAS a sixth amendment to the Integrated Development Order was proposed and denied by the Leon County Commission on November 17, 2020, and the Tallahassee City Commission on December 9, 2020, which denied the LDR-17 project; and

WHEREAS a subsequent sixth amendment to the Integrated Development Order was proposed and approved by the Leon County Commission on November 9, 2021, and the Tallahassee City Commission on November 10, 2021, which approved the Mixed Use Educational/Institutional 6 (MUEI-6) project; and

WHEREAS a re-numbering of the amendments to the Integrated Development Order was conducted to account for the initially denied sixth amendment for the LDR-17 project and an approved sixth amendment for the MUEI-6 project which resulted in no seventh amendment to the Integrated Development Order; and

WHEREAS, Holtzman Vogel, on September 1, 2023 submitted an application to amend the Integrated Development Order (the "Amendment") to revise the Town Center standards; and

WHEREAS the revision to the Town Center standards for the required mixture of uses; the removal of the requirement for the construction of Merchants Row from Colleton Court to Grove Park Drive; and the addition of onsite stormwater in addition to connection to the Southwood SFMP are reflected in the amendment development entitlements shown herein; and

WHEREAS the Leon County Board of County Commissioners held a public hearing on December 12, 2023, considered the Amendment, and addressed the criteria set forth in the Comprehensive Plan and the land development regulations; and

WHEREAS the Tallahassee City Commissioners held a public hearing on December 13, 2023, considered the Amendment, and addressed the criteria set forth in the Comprehensive Plan and land development regulations.

NOW THEREFORE, IT IS HEREBY ORDERED BY LEON COUNTY, BOARD OF COUNTY COMMISSIONERS AND THE CITY COMMISSION OF THE CITY OF TALLAHASSEE FLORIDA:

Section 1. Section 2.E. to the Integrated Development Order is amended to read as follows:

E. The Southwood DRI shall consist of 3,322 acres as follows:

[1 through 6 No change]

Uses shall be located within the Project as set forth in this Development Order, including Exhibit "B" and Exhibit "C".

The Developer shall allocate a minimum of 160,000 GSF of Phase I Commercial and Office, exclusive of the conversion rights ~~provided in the next paragraph~~, combined for Town Center. Development within the Town Center shall include a mixture of uses consistent with the following minimums: 60,000 square feet of commercial and 200 residential units. Additional development may include any other uses permitted in the Town Center, such as office, institutional/community facilities, medical and assisted living facilities. Maximum development shall be limited by the allowable densities and maximum Floor Area Ratios (FAR). ~~with the amount of each land use from the minimum allocation constituting no more than 60 percent of the total and no less than 40 percent of the total.~~

At the time of site plan review, the Developer of the Town Center (Parcels #s 3115310000020 and 3115310000010) has the option to not construct the expansion of Merchants Row Boulevard from Colleton Court to Grove Park Drive without the need to amend the DRI Development Order. This option may allow for a better plan of development and a more walkable Town Center District. As the Town Center is designated as a Pedestrian Primary Area, in which pedestrian and bicycle travel is encouraged over other means of mobility, if the developer chooses not to construct the expansion of Merchants Row Boulevard from Colleton Court to Grove Park Drive, then pedestrian connections must be provided through the development from Colleton Court to Grove Park Drive in lieu of the road. These pedestrian connections will meet the minimum width requirements specified in the PUD and the location must be approved by City Growth Management and Traffic Engineering staff at the time of permitting. The Developer also has the option to address

stormwater through on-site facilities, off-site facilities by connection to the Southwood Stormwater Facilities Master Plan, or a combination of on-site and off-site stormwater management.

The Developer may increase or decrease the amount of a particular land use within the approved development program without amending the DRI Integrated Development Order by using the Land Use Conversion Table (Exhibit "I"). Use of the conversion table shall be limited to no more than a 25% increase or decrease of development entitlements for each use listed in Exhibit B-1. If a conversion which would result in greater than 25% increase or decrease of a use is needed, an amendment to the Integrated Development Order shall be required to accommodate the conversion. The only exception to the 25% conversion limit is the conversion of up to 100% of the undeveloped hotel rooms, so long as the receiving land use does not exceed the 25% change threshold, and conversions resulting in up to 500 assisted living/continuing care facility beds. Use of the Land Use Conversion Table shall not provide the ability to exceed the development impacts analyzed in the DRI Application for Development Approval (ADA). Any time the Land Use Conversion Table is used, the City of Tallahassee Growth Management and Leon County Development Services and Environmental Management Departments must be provided notice at least 30 days in advance of use of the Land Use Conversion Table in the form of an on-going accounting report. Use of the table will be reported with documented development impacts as an on-going accounting table in the Annual Report. Cumulative changes shall be reflected with subsequent amendments to the Southwood DRI Integrated Development Order.

Section 2. Except as amended herein, the terms and provisions of the Integrated Development Order, as amended, shall remain in full force and effect.

Section 3. This Amendment shall take effect upon approval by the Leon County Board of County Commissioners and the Tallahassee City Commission.

Duly PASSED AND APPROVED by the Leon County, Florida Board of County Commissioners this 12th day of December, 2023.

LEON COUNTY, FLORIDA

By:_____

Nick Maddox, Chairman

Board of County Commissioners

ATTESTED BY:

By:_____

Gwendolyn Marshall, Clerk of Court

& Comptroller, Leon County, Florida

APPROVED AS TO FORM:

Leon County Attorney's Office

By:_____

Chasity H. O'Steen

County Attorney

Duly PASSED AND APPROVED by the Leon County, Florida Board of County Commissioners this 13th day of December, 2023.

CITY OF TALLAHASSEE

By:_____

John Dailey

Mayor

ATTESTED BY:

By:_____

James O. Cooke, IV

City Treasurer-Clerk

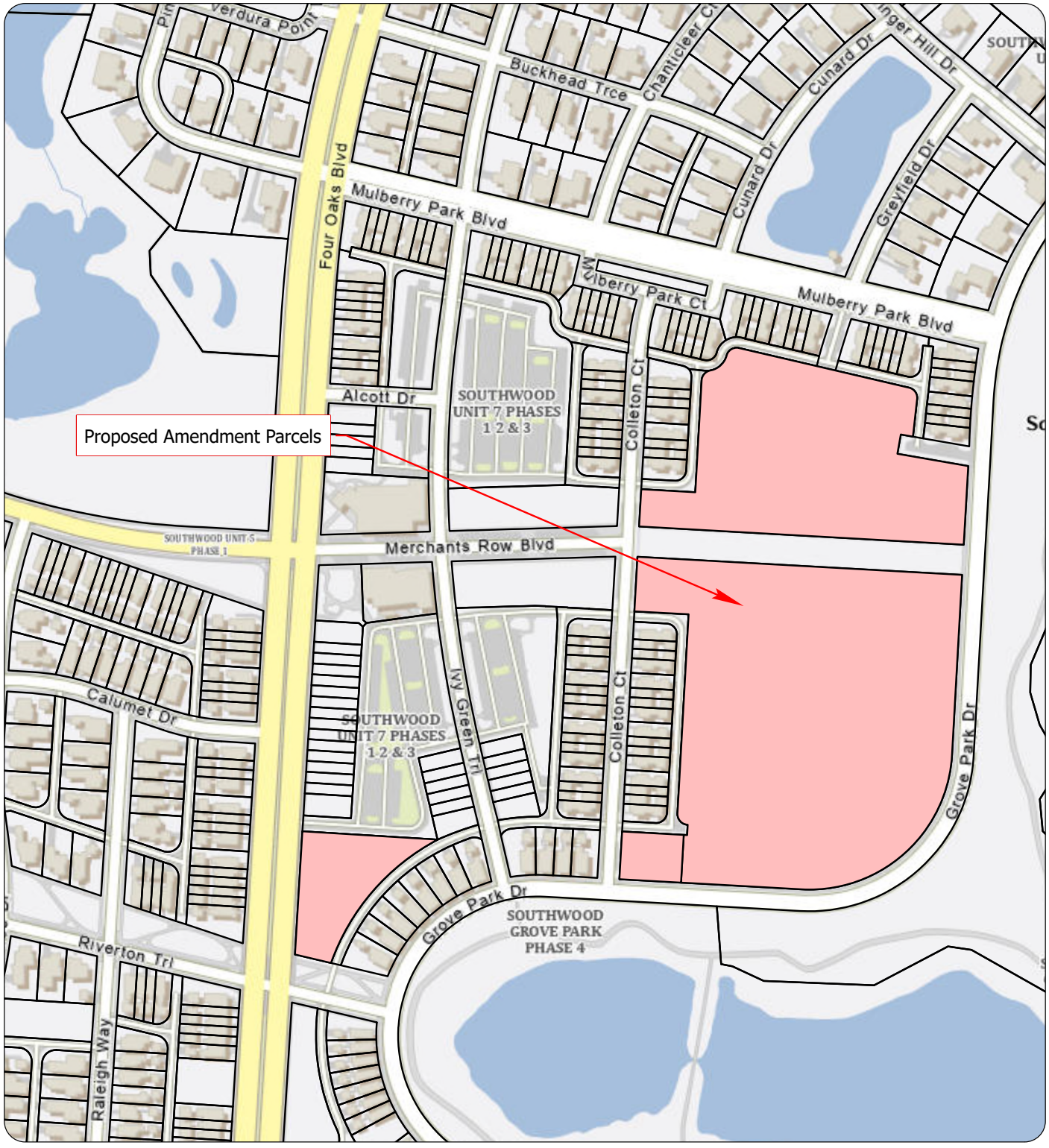
APPROVED AS TO FORM

Tallahassee City Attorney's Office

By:_____

Amy Toman

Interim City Attorney



Parcel Boundaries
Proposed Parcels for Amendment

Southwood 8th Amendment

0 125 250 500 US Feet

N

Akin Akinyemi, PhD, RA, CFA, CMS
Leon County Property Appraiser
315 S. Calhoun ST, Third Floor
Tallahassee, FL, 32301
Phone: (850) 606-6200
Fax: (850) 606-6201
Email: admin@leonpa.org
Website:leonpa.org

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

Date Printed: 11/6/2023

PLANNING DEPARTMENT a division of PLACE

MEMORANDUM

TO: Growth Management Land use and Environmental Services

FROM: Chris Ibarra, Senior Planner, Tallahassee-Leon County Planning Department

THRU: Russell Snyder, Administrator, Tallahassee-Leon County Planning Department

DATE: September 25, 2023

SUBJECT: Southwood Development Order Amendment 2023 (TDA230001) for approval by the Tallahassee City Commission and Leon County Board of County Commissioners

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Description of the Proposed Change:

The Development Order Amendment (DOA) proposes an amendment to the Southwood Development of Regional Impact (DRI) adopted development order (DO) to:

- modify Section 2 E. of the DRI DO to match the language found in the Future Land Use Element Policy 10.1.2 (I) in the Southeast Sector Plan ("SESP") within the Tallahassee-Leon Comprehensive Plan;
- modify Section 2 E. by adding language giving the Stadium Place ("Developer") the option to not construct Merchants Row from Collection Court to Grove Park Drive;
- modify Section 2 E. to add language to confirm that onsite stormwater management is an option within Town Center with connection to the Southwood master stormwater facilities; and
- add clarifying language in the (Development Regional Impact Development Order) DRI DO to state that the acreage figures in Exhibits B-1 and B-2 are for information purposes only.

Analysis of Consistency with the Tallahassee-Leon County Comprehensive Plan

The *Tallahassee-Leon County Comprehensive Plan* Future Land Use Element Objectives 6.1 [Planned Development] and 10.1 [Southeast Sector Plan], and associated policies, include general development prescriptions for the Planned Development (PD) future land use category and the Southwood DRI as part of the Southeast Sector Plan. Policy 10.1.2 (I) establishes allowed uses, mixture of uses, residential densities, and Floor Area Ratio (F.A.R). The Future Land Use Element Policy 10.1.2 (I) in the SESP within the Tallahassee-Leon Comprehensive Plan has a minimum development requirement of 60,000 square feet of commercial and 200 dwelling units within the Southwood Town Center District.

The proposed amendment is to modify Section 2 E. of the DRI DO to match the language found in the Future Land Use Element Policy 10.1.2 (I) in the Southeast Sector Plan ("SESP") within the Tallahassee-Leon Comprehensive Plan. Because the added language is an exact match to SESP Policy 10.1.2 (I), staff does not identify inconsistencies with the proposed change to the development program.

The amendment also proposes to modify Section 2 E. by adding language giving the Stadium Place ("Developer") the option to not construct Merchants Row from Collection Court to Grove Park Drive and to give the ("Developer") the option of onsite stormwater management in the Town Center district in addition to

connection to the Southwood master stormwater facilities. The SESP plan doesn't specifically speak to or mention the construction of Merchants Row, staff does not identify inconsistencies with the proposed change to the development program because the DRI retains the existing transportation circulation and continues to reflect the transportation network needed to serve development within the Southeast Sector Planning. According to Policy 10.1.2 (I) in the SESP "Stormwater detention will be allowed in TC district where situations for alternative sites for stormwater facilities are available." Because the proposed amendment gives the option of a stormwater facilities and connection to the stormwater master plan, staff does not identify inconsistencies with the proposed change to the development program.

The application also proposed to add clarifying language in the (Development Regional Impact Development Order) DRI DO to state that the acreage figures in Exhibits B-1 and B-2 are for information purposes only. The change to Exhibits B-1 and B-2 would be contradictory to §10-165(d)(1)(c)2, of the City of Tallahassee Land Development Code which implements the intent of the Tallahassee-Leon County Comprehensive Plan. Because the change would be contradictory to the Tallahassee Land Development Code requiring specificity of uses and which implements the intent of the Comprehensive Plan, staff cannot support the proposed change.

Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan

Based on the findings above, Planning finds that the proposed change to make Exhibits B-1 and B-2 "informational" require revision to keep development specificity in order to maintain consistency with the *Tallahassee-Leon County Comprehensive Plan,* Planned Development and Southeast Sector Plan provisions of the Future Land Use Element and the existing provisions of the Southwood DRI DO.

For the remaining changes in the proposed Southwood DRI DO 2023 amendment (TDA230001), Planning finds that the changes maintain consistency with the Tallahassee-Leon County Comprehensive Plan, Planned Development and Southeast Sector Plan provisions of the Future Land Use Element and the existing provisions of the Southwood DRI DO.

Planning Department DRI DO Amendment Recommendation

The Planning Department finds that the proposed Southwood DRI Amendment (TDA230001) shall maintain consistency with the Tallahassee-Leon County Comprehensive Plan with the revision to remove the language making Exhibits B-1 and B-2 "informational" and recommends approval with that revision.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, December 12, 2023, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider a request for approval of a proposed amendment to the Southwood Development of Regional Impact (DRI) Integrated Development Order (DO), pursuant to Section 380.06(7), Florida Statutes (2023).

The applicant is seeking to amend the language of the Southwood DRI DO to align the Southwood Town Center design standards with the Future Land Use Element Policy 10.1.2(I), to address the timing for the extension of Merchants Row, providing for onsite stormwater retention options, and to provide clarification to acreages data.

Leon County will also broadcast the public hearing on Comcast channel 16, the Leon County Florida channel on Roku, and the County's Facebook page (https://www.facebook.com/LeonCountyFL/), YouTube channel (https://www.youtube.com/user/LeonCountyFL), and web site (www.LeonCountyFL.gov).

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Interested parties may also provide virtual real-time public comments during the public hearing. After the Board of County Commissioner's agenda is posted online, interested parties wishing to provide virtual real-time public comments must complete and submit the registration form provided at https://www2.leoncountyfl.gov/coadmin/agenda/ by 8:00 p.m. on Monday, November 13, 2023. Following submittal of the registration form, further instructions for participating in the meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Board," and Article IX., Section F., entitled "Decorum," shall remain in full force and effect.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact, on behalf of the Chair, Mathieu Cavell at Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301 or CMR@leoncountyfl.gov, by written request at least 48 hours prior to the proceeding. Telephone: (850) 606-5300, 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the proposed amendment to the Southwood DRI DO may be inspected as part of the agenda package on the County's website (https://www2.leoncountyfl.gov/coadmin/agenda/). To receive copies of the Ordinance by other means, such as email, mail, or facsimile transmittal, contact the Department of Development Support & Environmental Management at 850-606-1300.

Advertise: November 30, 2023

Leon County
Board of County Commissioners

Notes for Agenda Item #25

Leon County Board of County Commissioners

Agenda Item #25

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Consider a Proposed Ordinance Amending the Optimum (formerly Quail Ridge) Planned Unit Development for 14.53 acres Located on the East Side of Capital Circle SE, North of Gum Road

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Artie White, Director, Planning, Land Management & Community Enhancement Laurel Harbin, Planning Manager, Planning Department
Lead Staff/ Project Team:	Russell Snyder, Administrator, Land Use Planning Division Susan Denny, Senior Planner, Land Use Planning Division

Statement of Issue:

This item requests the Board conduct the first and only public hearing to consider an application requesting an amendment to the Quail Ridge Planned Unit Development (PUD), a mixed-use PUD located on the east side of Capital Circle SW, approximately 1,125 feet north of Gum Road. The proposed PUD amendment will change the name of the Quail Ridge PUD to Optimum PUD and incorporate two adjacent parcels from the M-1 (Light Industrial) zoning district into the PUD zoning district, increasing the total acreage of the PUD from 13.27 acres to 14.53 acres. The current PUD allows a variety of commercial uses, including warehouses, and allows multi-family development. The PUD amendment would add some Light Industrial (M-1) land uses to the PUD to allow the development of a Recreational Vehicle (RV) sales and service facility in addition to the currently allowed uses.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1), thereby amending the Optimum Planned Unit Development (PUD), based on the findings of fact and conclusions of law of the Planning Commission, this report, and any evidence submitted at the hearing hereon.

Report and Discussion

Background:

This item requests the Board conduct the first and only public hearing to consider an application requesting an amendment to the Quail Ridge Planned Unit Development (PUD), a mixed-use PUD located on the east side of Capital Circle SW, approximately 1,125 feet north of Gum Road. The proposed PUD amendment will change the name of the Quail Ridge PUD to Optimum PUD and incorporate two adjacent parcels from the M-1 (Light Industrial) zoning district into the PUD zoning district, increasing the total acreage of the PUD from 13.27 acres to 14.53 acres. The current PUD allows a variety of commercial uses, including warehouses, and allows multi-family development. The PUD amendment would add some light industrial (M-1) land uses to the PUD to allow the development of a Recreational Vehicle (RV) sales and service facility in addition to the currently allowed uses. **This public hearing is quasi-judicial in nature.** More information regarding quasi-judicial hearings is provided in the Analysis section.

The agent for the rezoning is Holtzman Vogel Baran Torchinsky & Josefiak, LLC. The applicant and present owner of the properties is 377 CCSW, LLC. The proposed ordinance, including a location map, is included as Attachment #1.

A PUD zoning district is intended to provide a method by which proposals for a unique zoning district which are not provided for or allowed in the zoning districts otherwise established by the land development code may be evaluated. The standards and procedures of a PUD district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time retaining in the Board of County Commissioners the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety, and general welfare. Importantly, PUDs must be consistent with the Tallahassee-Leon County Comprehensive Plan. The analysis below includes an evaluation of the PUD for consistency with the Comprehensive Plan and conformance with Leon County's land development regulations.

There are four different levels of development review, Type A, B, C, and D review, as described below:

- Type A – Requires a minimum of one public meeting and approval of an application is granted by the Director of Development Services or designee.
- Type B – Requires a minimum of two public meetings, Application Review Meeting (ARM) and Development Review Committee (DRC), with final approval by the DRC.
- Type C – Requires a minimum of two public meetings, ARM and DRC. The DRC makes a recommendation to the Board of County Commissioners (Board) for consideration at a regularly scheduled public hearing.
- Type D – In addition to a minimum of two public meetings, the ARM and DRC, a Type D also requires consistency review by the Planning Commission at a regularly scheduled

public hearing as well as final consideration by the Board at a regularly scheduled public hearing.

The applicable level of review for proposed subdivision or site and development plan application depends upon the type and intensity of development, the extent of environmental constraint, and zoning district in which the development site is located. This application for an amendment to an existing PUD requests a major modification through the Type D process (Sec. 10-7.406, Leon County Code of Ordinances) to amend the allowed uses of the Optimum (formerly known as Quail Ridge) PUD and incorporate two adjacent parcels from the Light Industrial (M-1) zoning district into the PUD zoning district (see Attachment #2). Including the added property, the PUD will increase in size from approximately13.27 acres to approximately 14.53 acres. The PUD property is in the Suburban Future Land Use Map (FLUM) category and is located on the east side of Capital Circle SW, approximately 1,125 feet north of Gum Road.

The Quail Ridge PUD was approved in 2004 and allows both commercial and multi-family uses within one component. The allowable commercial intensity for the Quail Ridge PUD is 25,000 sf/ac, except warehouses, which have an allowable intensity of 50,000 sf/ac. Total commercial development is limited to 200,000 sq. ft per parcel. The allowable residential density for multi-family residential development is 20 du/ac, not to exceed a total of 200 total units.

The PUD also preserved a significant amount of environmentally sensitive features in conservation easements, consistent with the Conservation Element of the Tallahassee-Leon County Comprehensive Plan, Wetlands and Floodplain Protection Policies 1.3.1[C], 1.3.2[C], 1.3.4[C]. and 1.3.6[C], which require regulation of environmental features. The proposed PUD amendment maintains the preservation of these environmentally sensitive features but includes an internal roadway connection through a conservation area to connect the added parcels. As noted in the condition from the Leon County Development Support and Environmental Management Department below, this connection will be addressed at the time of site plan review through the environmental management permit process.

In addition to the name change and added acreage, the PUD amendment includes a new loop road that will connect the added property to the original PUD. The PUD amendment will also add certain M-1 land uses to the developable component of the PUD to allow the development of a recreational vehicle (RV) sales and service facility. No existing allowed uses will be eliminated by this PUD amendment. The proposed added M-1 uses are as follows:

- *Distribution facilities*
- *Laboratories; research and development activities*
- *Manufacturing (consistent with the definition of light industrial)*
- *Transportation and freight handling*
- *Welding and machine shops*
- *Wholesale activities*
- *Wholesale building supplies*

Timeline of the PUD:

Historic Zoning: The 1990 Historic Zoning Atlas indicates that the subject property was in the M-2 (General Industrial) which allowed manufacturing and related activities, such as warehousing, boat, trailer and mobile home sales, repair services and freight handling.

Mid-1980s: The subject property was developed as mobile homes sales lot on the site of the existing PUD and a repair shop (Capital Hydraulics) was constructed on the property that will be added to the PUD. In the early 2000's the mobile home sales use was abandoned. In 2017 the repair shop was converted to a warehouse. The warehouse is presently vacant.

1992: The Official Zoning Map for Leon County was adopted by Ordinance #92-11 to implement the 1990 Tallahassee-Leon County Comprehensive Plan. Consistent with the Mixed-Use B Future Land Use Map (FLUM) category in the Comprehensive Plan, the subject property was zoned Mixed-Use B, which allowed a variety of uses based on performance standards.

November 1997: The Board of County Commissioners adopted an ordinance that replaced many performance zoning districts with site specific zoning districts. The subject property was placed in the M-1 (Light Manufacturing) zoning district, which allows warehousing, vehicle repair, and other similar uses.

March 24, 2004: The Board of County Commissioners adopted the Quail Ridge PUD on the subject property. The Quail Ridge PUD allows commercial and multifamily land use. The PUD was never developed.

2006: Under Comprehensive Plan reform the FLUM category was changed to Suburban, a mixed-use category similar to the previous Mixed-Use B FLUM category.

September 6, 2023: A presubmittal meeting was held on the draft PUD application with the applicant and reviewing departments.

September 27, 2023: PUD application was reviewed by DSEM staff and other reviewing departments for an application review meeting.

October 18, 2023: The Development Review Committee reviewed the proposed Optimum (f/k/a Quail Ridge) PUD amendment and voted (3-0) to approve with conditions.

November 7, 2023: The Planning Commission voted 5-0 to find the proposed amendment consistent with the Comprehensive Plan and recommend approval to the Board of County Commissioners.

Planning Commission Discussion/Recommendation:

This item is a proposed Ordinance amending the official zoning map, which requires a public hearing and a recommendation by the Planning Commission to the Board pursuant to Section 10-6.696 of the Land Development Code. On November 7, 2023, the Tallahassee-Leon County Planning Commission held a public hearing on this item. After a brief staff presentation, a Planning Commissioner sought clarification on whether the allowed uses in the PUD that did not pertain to RV Sales and Service would be limited to M-l (light industrial) uses. Staff clarified that the allowed uses in the PUD would include the presently allowed commercial and residential uses. (See Background Section for details of the existing allowed uses).

The Planning Commission voted 5-0 to find the application consistent with the Comprehensive Plan and recommend that the Board of County Commissioners adopt the proposed Ordinance subject to the conditions below. There were no public speakers at the meeting.

The Planning Commission approved the following DRC conditions of approval:

1. The acreages in the PUD narrative and the table on sheet C-2 shall match the acreage in the legal description.
2. Include a policy within the PUD stating the following "This PUD amendment shall be consistent with the County's October 2023 LDC that includes the environmental and concurrency management ordinances; revise the Concept Plan Sheet C-2 to state the project must meet the requirements of the October 2023, Leon County Environmental Management Act.; and "The developer proposes an internal road connection through the conservation area to connect the new parcels (21-29-20-603-000-0 and 21-29-20-604-000-0) to the larger project. This connection will be addressed at the time of site plan review through the environmental management permit process."

Analysis:

In accordance with Section 10-6.696(b)(3)(a), of the *Leon County Land Development Code*, the County shall consider the following criteria in determining whether to recommend approval or denial of an application:

(1) **Minimum area** – the minimum area required for a PUD is five (5) acres. The proposed PUD is approximately 14.53 +/- acres.

(2) **Configuration** – the proposed site contains sufficient width and depth to accommodate the proposed use.

(3) **Unified control/ownership** – All land included within the application is under the ownership and control of 377 CCSW, LLC.

In accordance with Section 10-6.6.696 (b) (Planned Unit Development Zoning District Requirements and Procedures) of the *Leon County Code of Ordinances*, the County shall consider the following in determining whether to recommend approval or denial of an application:

1. ***Comprehensive Plan.*** *Is the proposal consistent with all applicable policies of the adopted Comprehensive Plan?*

   The proposed PUD amendment application is consistent with the Comprehensive Plan Suburban Future Land Use Map (FLUM) category (Policy 2.2.5[L)] (Attachment #3). The intent of the Suburban FLUM is "[T]o create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses."

   Specifically, the PUD is consistent with the Suburban Corridor development pattern of the Suburban FLUM. The Suburban Corridor allows a 20 du/ac residential density for mixed used development and a 25,000 sf/ac commercial intensity standard, which is consistent with the proposed PUD amendment.

   The proposed amendment is also within the Urban Services Area (Policy 1.1.1[L]), has adequate access to infrastructure (Policy 1.1.5[L]), and is developed in a compact and efficient manner in accordance with Policy 1.4.12[L].

   There are wetlands and floodplains on the subject site which are preserved in conservation easements in accordance with Comprehensive Plan Policies 1.3.1[C], 1.3.2[C], 1.3.4[C]. and 1.3.6[C]. Protected trees on site shall be preserved in accordance with Policy 3.3.1[C] through the land development regulations.

2. ***Conformance with the Land Development Regulations***. *Is the proposal in conformance with any applicable substantive requirements of the land development regulations, including minimum or maximum district size?*

   Yes. The Optimum PUD amendment has been reviewed by all applicable County departments for consistency and compliance with all codes and ordinances. As part of the PUD rezoning process, the Development Review Committee (DRC), comprised of the Development Support and Environmental Management, Public Works, and Planning Departments, reviewed the application and determined that, with satisfaction of its approval conditions (see above), the proposed PUD complies with all ordinances adopted by Leon County. Detailed DRC comments are included as Attachment #4.

3. Consistency with Purpose and Intent of the Planned Unit Development (PUD) district. *An application for a Planned Unit Development district shall indicate how the proposed Planned Unit Development district meets the purpose and intent of the planned unit development district, as set forth in Section 10-6.696.2 (b)(1)(b) (1) through* (7)*. The applicant's responses, lightly edited for clarity to these criteria and staff comments/responses follow.*

1) Promote more efficient and economic uses of land.

Applicant response: This PUD is needed because the RV dealership requires a combination of permitted uses that are not found in a single zoning district. The PUD allows for a combination of uses from the CP and M-1 zoning districts.

The PUD amendment also seeks to develop land that was previously approved for development in 2004 but never developed. This property is on Capital Circle SW and fits the uses that are located in this area. An RV sales and service dealership would be very compatible with the other automobile sales and service dealerships in that area and be able to take advantage of certain economies of scale. While the PUD will add the RV dealership uses to the project, the existing uses will still be available within the PUD.

Staff concurs and reiterates for clarity that previously approved land uses in the PUD in addition to RV sales and service uses are included in the PUD.

2) Provide flexibility to meet changing needs, technologies, economics, and consumer preferences.

Applicant Response: This amendment provides more flexibility for the approved PUD and provides a new RV use that is needed in the community.

Staff concurs but notes that previously approved land uses in the PUD in addition to RV sales and service uses are included in the PUD.

3) Encourage uses of land which reduce transportation needs and which conserve energy and natural resources to the maximum extent possible.

Applicant Response: This site was previously cleared and was used as a manufacturing sales lot. Repurposing this property helps protect natural resources by utilizing already disturbed lands.

Staff concurs.

4) Preserve to the greatest extent possible, and utilize in a harmonious fashion, existing landscape features and amenities.

Applicant Response: This project will develop an already disturbed site. The portion of the existing PUD proposed for the RV sales use and the expansion parcels have been previously developed and are very suitable for the proposed use. The existing natural features, located within the existing PUD, have been placed in a conservation easement.

Staff concurs but notes that previously approved land uses in the PUD in addition to RV sales and service uses are included in the PUD.

5) Provide more usable and suitably located recreational facilities, open spaces, and scenic areas, either commonly owned or publicly owned, that would otherwise be provided under a conventional zoning district.

Applicant Response: This project does not provide for recreational areas but will provide the required open space consistent with the comprehensive plan and will allow for a better internal design by providing for internal connections between the two parcels and protecting the undeveloped portions of the site toward the rear.

Staff concurs.

6) Lower development and building costs by permitting smaller networks of utilities and streets and the use of more economical building types and shared facilities.

Applicant Response: This PUD will allow for the two lots to be incorporated into the larger PUD to allow for a better overall plan of development and to reduce the need for additional access points onto Capital Circle.

Staff concurs.

7) Permit the combining and coordinating of land uses, building types, and building relationships within a planned development, which otherwise would not be provided under a conventional zoning district.

Applicant Response: This PUD is needed in order to combine permitted uses from both the CP and M-1 zoning districts. The current zoning districts do not include the combination of permitted uses needed for this RV sales use.

Staff concurs but notes that previously approved land uses in the PUD in addition to RV sales and service uses are included in the PUD.

4. Land Use Compatibility. *Will the proposal result in any incompatible land uses, considering the type and location of uses involved?*

No. The proposed amendment incorporates Light Industrial (M-1) uses and parcels into the existing mixed-use PUD. This is compatible with the surrounding land uses, which are predominately M-1 uses such as warehousing and auto repair. The adjacent areas that are not M-1 include a 154-acre parcel to the east which is owned by Leon County and fully encumbered by a wetland/floodplain conservation easement, and two parcels adjacent on the northeast which contain a 112-unit senior apartment complex and an auto dealership.

The apartment complex and the auto dealership are in the Commercial Parkway (CP) zoning district and are oriented to West Tennessee Street. The areas of these properties that are adjacent to the PUD contain wooded areas and a stormwater facility. The property line of the PUD is over 400 feet from the closest structure in the apartment complex, and over 1,000 feet from the closest structure on the auto dealership lot. In addition, the PUD will be required to provide a vegetative buffer along the property line with the CP uses, consistent with the requirements of the Leon County Land Development Code. In addition, the buffer for open storage will be 100% opaque adjacent to residential land use and 80% opaque for other uses.

Table 1: Surrounding Zoning and Future Land Use

Area	Zoning	Future Land Use	Physical Use	Comments
Subject Parcel	PUD & M-1	Suburban	Vacant and Vacant Warehouse	Warehouse on Added Parcel
North	M-1 & CP	Suburban	Warehouse/trucking, Multi-family & Vehicle Dealership	
South	M-1	Suburban	Auto Repair & Warehousing	
West	M-1	Suburban	Vacant, Warehouse, Outside Storage	
East	OS	Governmental Operations	Wetlands and Floodplain	Owned by Leon County with Conservation Easement

Public Notification & Response:

The public hearing has been noticed and advertised in accordance with the provisions of the *Leon County Code of Ordinances* (Attachment #5). The Planning Department mailed 28 notices to all owners within 1,000 feet of the subject properties. To date, the Planning Department has received no written or verbal responses.

Legal Considerations for Quasi-Judicial Proceedings

This hearing is a quasi-judicial proceeding; therefore, members of the Board shall not initiate or knowingly engage in ex parte communications regarding this item. Ex parte communications are verbal or written communications made to a member of the Board on a matter to come before the Board by, or on behalf of, a party outside of a Board meeting, and without notice to the other parties. All ex parte communications received by a Commissioner should be forwarded to the County Attorney's Office for inclusion in the agenda materials. If a communication is not included in the agenda materials or occurs after agenda materials are distributed to the Board, the Commissioner must disclose the details of the communication at the Board meeting before the Board takes action on the matter.

Quasi-judicial hearings require due process (notice and an opportunity to be heard and cross-examine), must comport with the essential requirements of the law (consideration of the correct criteria), and require that the decision of the Board be supported by competent, substantial evidence placed on the record before the Board. "Competent substantial evidence" is that which is "sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached." *De Groot v. Sheffield*, 95 So. 2d 912, 916 (Fla. 1957). Evidence relied upon must be fact-based, real, material, pertinent and relevant. If the Board denies this rezoning request, such denial must include a determination on the record that maintaining the existing conditions furthers a legitimate public purpose.

Options:

1. Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1), thereby amending the Optimum Planned Unit Development (PUD), based on the findings of fact and conclusions of law of the Planning Commission, this report, and any evidence submitted at the hearing hereon.
2. Conduct the first and only public hearing and do not adopt the proposed Ordinance amending the Optimum Planned Unit Development (PUD), based on the findings of fact and conclusions of law of the Board of County Commissioners and any evidence submitted at the hearing hereon.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Ordinance/Location Map
2. Optimum PUD Concept Plan
3. Comprehensive Plan Policies
4. Development Review Committee Memo and Recommended Conditions
5. Notice of Public Hearing

LEON COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO AMEND THE OPTIMUM (F/K/A QUAIL RIDGE) PLANNED UNIT DEVELOPMENT LOCATED EAST OF CAPITAL CIRCLE SOUTHWEST SOUTH OF WEST TENNESSEE STREET IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Official Zoning Map as adopted in Leon County Ordinance No. 92-11 is hereby amended as it pertains to the following described real property:

LRZ210002: From Quail Ridge Planned Unit Development to Optimum Planned Unit Development (PUD)

(See Exhibit A)

SECTION 2. Development of the above-referenced real property shall comply with all applicable standards and regulations included within the Optimum Planned Unit Development (PUD) Concept Plan document dated September 2023, incorporated herein by reference.

SECTION 3. The Optimum PUD Concept Plan shall comply with the following conditions of approval:

Planning Condition:

1. The acreages in the PUD narrative and the table on sheet C-2 shall match the acreage in the legal description.

Development Support and Environmental Management Condition:

2. Include a policy within the PUD stating the following "This PUD amendment shall be consistent with the County's October 2023 LDC that includes the environmental and concurrency management ordinances; revise the Concept Plan Sheet C-2 to state the project must meet the requirements of the most October 2023, Leon County Environmental Management Act.; and "The developer proposes an internal road connection through the conservation area to connect the new parcels (21-29-20-603-000-0 and 21-29-20-604-000-0) to the larger project.

This connection will be addressed at the time of site plan review through the environmental management permit process."

SECTION 4. All Ordinance or parts of Ordinance 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 2020 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with said Comprehensive Plan.

SECTION 5. 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 of this Ordinance.

SECTION 6. This Ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this ___ day of _____, 2023.

LEON COUNTY, FLORIDA

By:_____
Carolyn D. Cummings, Chair
Board of County Commissioners

Date:_____

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

By:_____

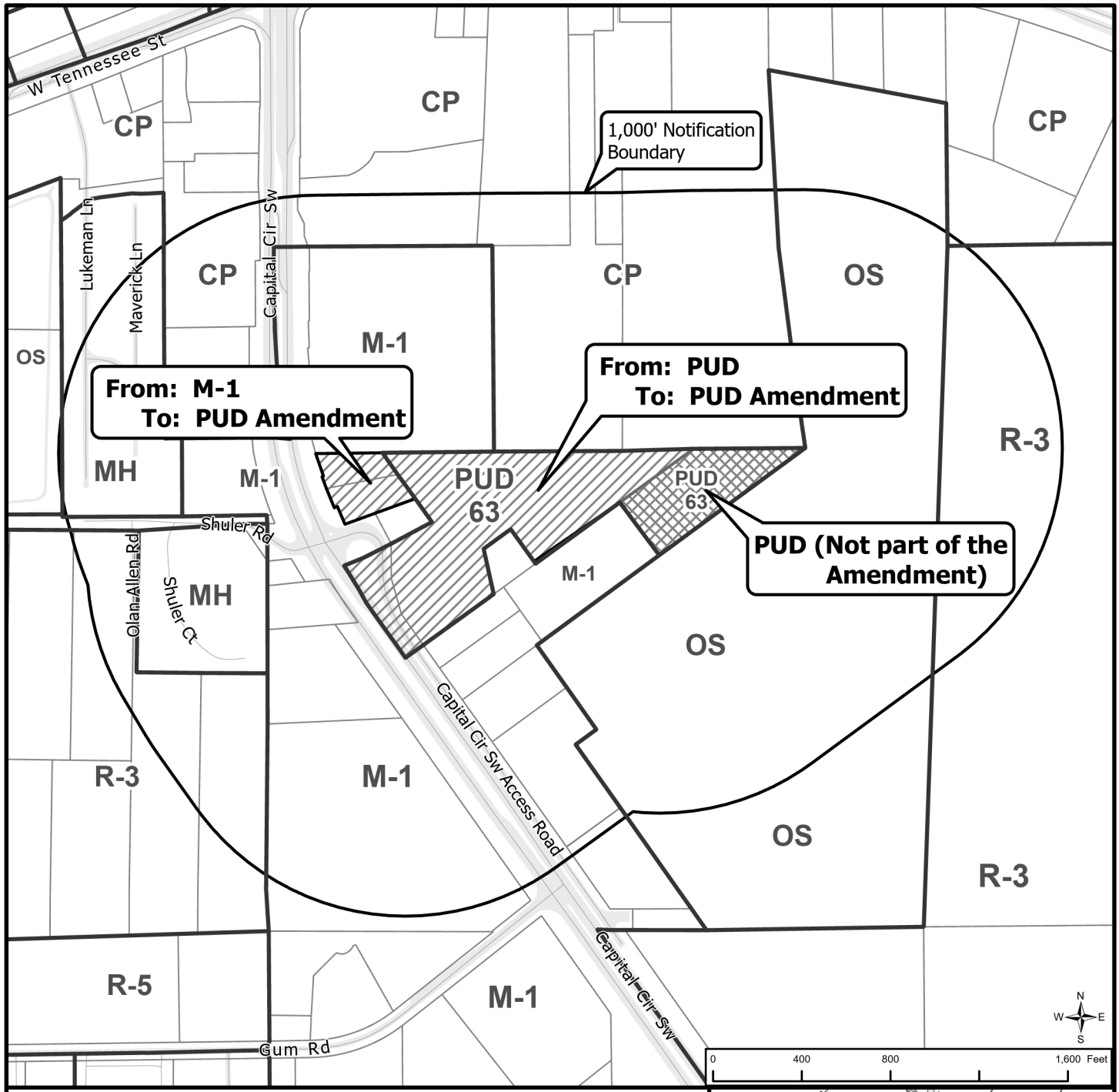
ATTEST:
Gwendolyn Marshall Knight, Clerk of the
Court & Comptroller, Leon County, Florida

By:_____

Optimum f/k/a Quail Ridge PUD Amendment

PLANNING DEPARTMENT a division of PLACE

LRZ #230010

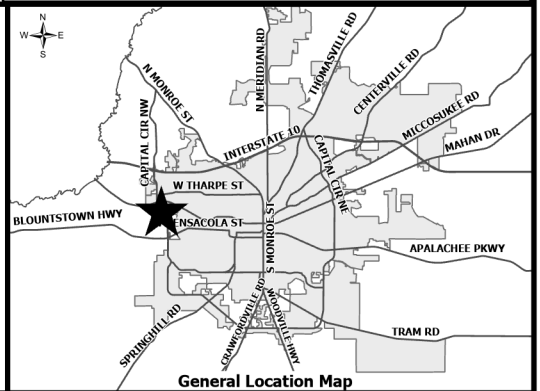


Parcel ID: 21-29-20-603-0000 21-29-20-606-0000
21-29-20-604-0000 21-29-16- -0001 (part)

Size: +/- 14.58 acres

Current Zoning: M-1 (Light Industrial)
PUD (Planned Unit Development)

Proposed Zoning: PUD (Planned Unit Development)
PUD Amendment (Planned Unit Development Amendment)



General Location Map

LEGAL DESCRIPTION (TAKEN FROM TITLE POLICY SCHEDULE A, FILE NO: R2022167 OPTIMUM)

Commence at an old axle marking the Southeast corner of the Southwest Quarter of Section 29, Township 1 North, Range 1 West, Leon County, Florida; and thence run North 00 degrees 21 minutes 03 seconds West along the East boundary of said Southwest Quarter 1867.01 feet to a concrete monument; thence run South 89 degrees 30 minutes 09 seconds West 995.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 89 degrees 30 minutes 09 seconds West, a distance of 1,209.93 feet; thence South 35 degrees 44 minutes 35 seconds East, a distance of 334.10 feet; thence South 62 degrees 02 minutes 52 seconds West, a distance of 301.85 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies North 59 degrees 12 minutes 03 seconds East, said point also being on the new Easterly right of way boundary of State Road No. 263 (Capital Circle Northwest) per the Florida Department of Transportation Right of Way Map (Financial Project No. 2197221) thence southeasterly along said Easterly right of way boundary and said arc having a radius of 1819.57 feet, through a central angle of 02 degrees 15 minutes 57 seconds, a distance of 71.95 feet (chord bears S 31 degrees 55 minutes 56 seconds East, 71.95 feet); thence South 56 degrees 58 minutes 49 seconds West, a distance of 22.52 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies North 56 degrees 53 minutes 32 seconds East; thence southeasterly along the arc having a radius of 1842.07 feet, through a central angle of 02 degrees 20 minutes 53 seconds, a distance of 75.49 feet (chord bears South 34 degrees 16 minutes 54 seconds East, 75.49 feet); thence South 54 degrees 19 minutes 47 seconds West,
a distance of 4.04 feet; thence South 35 degrees 24 minutes 39 seconds East, a distance of 63.75 feet; thence South 54 degrees 35 minutes 21 seconds West, a distance of 8.50 feet; thence South 35 degrees 24 minutes 39 seconds East, a distance 78.00 feet; thence South 41 degrees 29 minutes 08 seconds East, a distance of 122.84 feet; thence leaving said Easterly right of way boundary run North 54 degrees 04 minutes 31 seconds East, a distance of 364.08 feet; thence North 12 degrees 39 minutes 59 seconds West, a distance of 179.58 feet; thence North 54 degrees 02 minutes 00 seconds East, a distance of 130.00 feet; thence South 35 degrees 56 minutes 57 seconds East, a distance of 165.00 feet; thence North 54 degrees 00 minutes 53 seconds East, a distance of 752.41 feet to the POINT OF BEGINNING.

LESS AND EXCEPT that portion of the property described in Right of Way deed recorded in Official Records Book 3950, Page 6 of the Public Records of Leon County, Florida, being more particularly described as follows: COMMENCE at a found 3.5 inch square concrete monument with the top broken, marking the Southwest corner of Section 29, Township 1 North, Range 1 West, Leon County, Florida and run thence North 89 degrees 50 minutes 06 seconds East along the southerly line of said Section 29 for a distance of 1270.96 feet to the said centerline of survey for State Road 263 (Capital Circle N.W.); thence run North 35 degrees 26 minutes 37 seconds West along said centerline of survey a distance of 1287.01 feet to said centerline of survey station 172+74.52; thence leaving said centerline of survey run North 54 degrees 04 minutes 02 seconds East a distance of 69.72 feet to the existing northeasterly right of way of State Road 263 and the southerly line of that property described in Official Records Book 2108, Page 1282 of the Public Records of Leon County, Florida; said point being the POINT OF BEGINNING. From said POINT OF BEGINNING thence run along said northeasterly right of way line of S.R. 263 and the westerly boundary line of said parcel North 41 degrees 29 minutes 02 seconds West a distance of
122.87 feet; thence North 35 degrees 24 minutes 38 seconds West a distance of 78.00 feet; thence

North 54 degrees 35 minutes 22 seconds East a distance of 8.50 feet to a point; thence North 35 degrees 24 minutes 38 seconds West a distance of 63.75 feet; thence North 54 degrees 35 minutes 22 seconds East a distance of 4.00 feet to a point; thence along a curve concave northeasterly with a central angle of 02 degrees 20 minutes 50 seconds with a radius of 1842.08 feet for an arc distance of 75.47 feet (chord of said curve bears North 34 degrees 14 minutes 13 seconds West 75.46 feet) to a point; thence North 56 degrees 56 minutes 12 seconds East a distance of 22.50 feet to a point; thence along a curve concave northeasterly with a central angle of 02 degrees 15 minutes 49 seconds with a radius of 1819.58 feet for an arc distance of 71.89 feet (chord of said curve bears North 31 degrees 55 minutes 53 seconds West 71.88 feet) to a Point; thence leaving said right of way of run along the northerly boundary line of said parcel North 62 degrees 02 minutes 01 seconds East a distance of 122.47 feet to a point; thence leaving said northerly boundary line of said parcel run South 00 degrees 07 minutes 59 seconds West a distance of 138.21 feet to a point; thence South 16 degrees 04 minutes 04 seconds East a distance of 142.75 feet to a point; thence South 35 degrees 26 minutes 37 seconds East a distance of 146.98 feet to a point on the southerly line of said parcel; thence along the southerly line of said parcel; South 54 degrees 04 minutes 02 seconds West a distance of 21.78 feet to a point; said point being the POINT OF BEGINNING.

LEGAL DESCRIPTION: (ORB 5022, PAGE 204, LEON COUNTY RECORDS)
TRACT 1
COMMENCE AT AN OLD AXLE MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AND THEN RUN NORTH 00 DEGREES 21 MINUTES 03 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID SOUTHWEST QUARTER 1867.01 FEET TO A CONCRETE MONUMENT, THEN RUN SOUTH 89 DEGREES 30 MINUTES 09 SECONDS WEST 2204.80 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 89 DEGREES 30 MINUTES 09 SECONDS WEST 295.00 FEET TO A CONCRETE MONUMENT ON THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. S-263 (CAPITAL CIRCLE), THEN RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1860.08 FEET FOR AN ARC DISTANCE OF 156.55 FEET (CHORD SOUTH 18 DEGREES 38 MINUTES 08 SECONDS EAST 156.50 FEET) THEN RUN NORTH 78 DEGREES 57 MINUTES 29 SECONDS EAST 315.84 FEET, THEN RUN NORTH 35 DEGREES 44 MINUTES 04 SECONDS WEST 111.32 FEET TO THE POINT OF BEGINNING.

TRACT 2
COMMENCE AT AN OLD AXLE MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AND THEN RUN NORTH 00 DEGREES 21 MINUTES 03 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID SOUTHWEST QUARTER 1867.01 FEET TO A CONCRETE MONUMENT, THEN RUN SOUTH 89 DEGREES 30 MINUTES 09 SECONDS WEST 2204.80 FEET, THEN RUN SOUTH 35 DEGREES 44 MINUTES 04 SECONDS EAST 111.32 FEET TO THE POINT OF BEGINNING.FROM SAID POINT OF BEGINNING RUN SOUTH 78 DEGREES 57 MINUTES 29 SECONDS WEST 315.84 FEET TO A CONCRETE MONUMENT ON THE EASTERLY RIGHT OF WAY OF STATE ROAD NO S-263 (CAPITAL CIRCLE), THEN RUN SOUTHEASTERLY ALONG SAID RIGHT OF

WAY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1860.08 FEET FOR AN ARC ISTANCE OF 156.54 FEET (CHORD SOUTH 23 DEGREES 25 MINUTES 49 SECONDS EAST 156.49 FEET), THEN RUN NORTH 70 DEGREES 01 MINUTES 11 SECONDS EAST 332.81 FEE, THEN RUN NORTH 35 DEGREES 44 MINUTES 04 SECONDS WEST 111.32 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT CERTAIN ORDER OF TAKING RECORDED IN BOOK 3208, PAGE 2076, LEON COUNTY, FLORIDA. MORE ACCURATELY DESCRIBED BY RECENT SURVEY AS FOLLOWS: A PORTION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, AND ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 85, PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AND THENCE RUN NORTH 00 DEGREES 21 MINUTES 03 SECONDS WEST, ALONG THE EAST BOUNDARY OF SAID SOUTHWEST 1/4 FOR 1867.01 FEET; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 09 SECONDS WEST FOR 2204.80 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 85 AND THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN SOUTH35 DEGREES 44 MINUTES 04 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID OFFICIAL RECORDS BOOK 3257, PAGE 85 FOR 222.69 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN SOUTH 70 DEGREES 00 MINUTES 08 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF LAST SAID LANDS FOR 290.88 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 263 (CAPITAL CIRCLE SW) AND BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 1819.57 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 17 MINUTES 15 SECONDS FOR AN ARC LENGTH OF 72.65 FEET (CHORD BEARS NORTH 24 DEGREES 56 MINUTES 18 SECONDS WEST, 72.64 FEET); THENCE SOUTH 66°02'58" WEST FOR 13.03 FEET TO A NON-TANGENT CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 1832.57 FEET, THROUGH A CENTRAL ANGLE OF 04 DEGREES 03 MINUTES 13 SECONDS FOR AN ARC LENGTH OF 129.66 FEET (CHORD BEARS NORTH 21 DEGREES 41 MINUTES 22 SECONDS WEST, 129.63); THENCE NORTH 70°19'17" EAST FOR 6.10 FEET TO A NON- TANGENT CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 1826.57 FEET, THROUGH A CENTRAL ANGLE OF 03 DEGREES 07 MINUTES 56 SECONDS FOR AN ARC LENGTH OF 99.86 FEET(CHORD BEARS NORTH 18 DEGREES 05 MINUTES 53 SECONDS WEST, 99.84 FEET) TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 85; THENCE NORTH 89 DEGREES 30 MINUTES 09 SECONDS EAST, ALONG SAID NORTHERLY LINE FOR 259.02 FEET POINT OF BEGINNING. CONTAINING 69,890 SQ. FT. (1.605 ACRES), MORE OR LESS

OPTIMUM PLANNED UNIT DEVELOPMENT

[REPLACING THE QUAIL RIDGE PUD]

Prepared For:
OPTIMUM RV
2303 SE 17th STREET, SUITE 201
OCALA, FLORIDA 34471

Prepared By:
HOLTZMAN VOGEL
119 SOUTH MONROE, SUITE 500
TALLAHASSEE, FLORIDA 32301

SEPTEMBER 2023

OPTIMUM PUD (REPLACING QUAIL RIDGE PUD)

PUD NARRATIVE INCLUDING JUSTIFICATION AND SUPPORTING PLANNING ANALYSIS

I. SUMMARY/INTRODUCTION

This PUD amendment seeks to replace the approved Quail Ridge PUD in order to develop the site as a Recreational Vehicle (RV) dealership for both sales and service but the ability to develop any of the approved uses in the PUD will remain. The PUD is 13.27 acres and fronts onto Capital Circle Southwest. The property address is 377 Capital Circle Southwest in unincorporated Leon County.

This PUD amendment application proposes the following revisions from the existing Quail Ridge PUD:

1. Add two parcels (or the expansion parcels) totaling 1.61 acres to the project boundary. The expansion parcels (Parcel #s 2129206030000 and 2129206040000 on the Leon County property appraisers map) are directly adjacent to the PUD and front Capital Circle Southwest;
2. Incorporate selected permitted uses from the M-1 zoning district (the current zoning for the expansion parcels) which are required for the proposed RV dealership but maintain the ability to develop any of the approved uses in the PUD;
3. Re-zone the expansion parcels from M-1 to PUD; and
4. Add a loop road connecting the existing PUD with the expansion parcels. The loop road crosses a conservation easement and a note will be added to the concept plan stating that the impacts to the conservation area will be addressed at the time of site plan review/environmental management permit approval.

The general location of the Optimum PUD with the expansion parcels is identified on **Exhibit A**.

This PUD amendment is needed because there is not currently a single zoning district in the Leon County Land Development Code that provides the permitted uses needed for this RV dealership. The RV dealership requires a combination of permitted uses from the Commercial Parkway (CP) and Light Industrial (M-1) zoning districts.

Finally, the properties within the Optimum PUD boundary are owned by two different property owners. The portion of the PUD concept plan owned by Global Industrial Properties, LLC is not being modified by this PUD amendment but the modified land uses will apply to the property. The supporting PUD maps clearly identify the portion owned by Global and includes a notation on the concept plan that no changes are proposed to their property. The applicant made several attempts to inform Global regarding this amendment but was not successful.

II. RESPONSE TO STAFF COMMENTS

A pre-submittal meeting was held on September 6th and the following revisions have been made to this application based on staff comments:

1. The PUD has been renamed the Optimum PUD and the application now clearly states that it replaces the existing Quail Ridge PUD. The concept plan has retained the hatching to identify that the property owned by Global Industrial Properties, LLC is not being modified. The overall PUD is being amended to add new uses but the concept plan has not been amended for the Global portion.
2. The Consistency Analysis has been amended to clarify that the PUD Development standards (Exhibit D) are clearly consistent with the Suburban Intensity Guidelines found in Future Land Use Element 2.2.5 [L], Table 4. The PUD is permitted up to 20 units per acre and 25,000 square feet per acre which is consistent with the maximum development permitted for a Suburban Corridor development pattern.
3. The introduction of this application has been amended to clearly state that the PUD amendment is intended for the addition of land uses needed for the RV Sales and Service Dealership, but the ability to develop any of the approved uses in the PUD will remain.
4. The PUD Vehicular Circulation Map has been amended to identify the proposed minimum sidewalk width and to clarify that the sidewalks constructed on site will be consistent with Section 10-7.529 of the LDC.
5. The PUD concept plan summary has been amended to identify the acreage of the proposed areas for each sub-district.

III. APPLICANT, AGENT AND CONSULTANT INFORMATION

Applicant	Optimum RV 2303 SE 17th Street, Suite 201 Ocala, Florida 34471
Agent	Gary Hunter Holtzman Vogel 119 South Monroe Street, Suite 500 Tallahassee, Florida 32301 Email: ghunter@holtzmanvogel.com
Engineer	Cheryl Poole Poole Engineering 2145 Delta Boulevard, Suite 100 Tallahassee, Florida 32303
Environmental	Elva Peppers Florida Environmental & Land Services, Inc. 221-4 Delta Court

	Tallahassee, Florida 32303
Property Owners	Existing PUD Owners 407 Capital Circle LLC and Global Industrial Properties, LLC (**their property not included in amendment boundary**) Expansion Parcels 377 CCSW, LLC

IV. EXISTING CONDITIONS AND ENVIRONMENTAL ANALYSIS

A. NATURAL FEATURES ON THE PROPERTY

Florida Environmental & Land Services (FELSI) conducted an environmental assessment review on the expansion property. The results of the investigation and environmental assessment indicate no significant environmental resources on site. FELSI also analyzed the Department of State database for archaeological and historical resources and no significant resources were identified in and around the property. Thus, this environmental analysis confirms that the property is very suitable for commercial development and no environmental constraints were identified. Leon County reviewed the FELSI analysis and issued the required Natural Features Inventory (NFI) approval on August 9, 2023.

For the current PUD boundary, the environmental features were previously analyzed and any natural features were placed in a conservation easement. For more information on the environmental resources on site please see the environmental consultant's report (see **Exhibit B**).

B. EXISTING CONDITIONS

The two parcels include a commercial building with unpaved parking. The surrounding parcels are mostly developed with light industrial/warehousing. The existing land uses surrounding the Property are identified below.

Existing Uses Surrounding the Property

North:	Warehouse/Distribution (R&L Carriers)
South:	Quail Ridge PUD, warehouse and undeveloped
East:	Quail Ridge PUD
West:	Light Industrial, Storage and Mobile Home Park

V. FUTURE LAND USE AND ZONING SUMMARY AND COMPATIBILITY

A. FUTURE LAND USE AND ZONING

The expansion parcels are designated Suburban on the County's Future Land Use Map (FLUM) and are zoned Light Industrial (M-1) on the County's Zoning Map. The County's M-1 zoning district permits light manufacturing, processing and storage but not retail commercial sales and service which is the reason this rezoning is needed.

The Property is already approved for significant development due to the Suburban future land use and M-1 zoning. The proposed amendment would actually restrict certain M-1 (Light Industrial) uses already permitted on the two parcels and incorporate the approved PUD uses which are generally highway commercial retail and residential. Table 1 below identifies the future land use and zoning districts surrounding the Property:

TABLE 1: SUMMARY OF FUTURE LAND USES AND ZONING

DIRECTION	FUTURE LAND USE	ZONING
NORTH	Suburban	M-1
SOUTH	Suburban	M-1 and PUD
EAST	Suburban	PUD
WEST	Suburban and Urban Residential-2	M-1 and Mobile Home

Exhibit C provides a map of the future land and zoning districts for the parcels surrounding the Property. The development pattern, as presented in Table 1 above and in Exhibit C, further demonstrate that this Project is very compatible with the surrounding area. In addition, the rezoning would actually remove certain M-1 uses that are already allowed on the two expansion parcels today.

VI. ADEQUACY OF PUBLIC FACILITIES TO SERVE THE PROJECT

There are adequate public facilities in place to serve the Project. The property is within the urban service area and central water and sewer is available. The Project also has direct frontage onto Capital Circle. While adequate public facilities are in place, the developer chooses to defer any concurrency analysis to the individual site plan review.

VII. PROPOSED PUD AMENDMENTS

This PUD amendment requires the following revisions to the existing Quail Ridge PUD:

1. Amend the Existing Conditions Maps and the PUD map series to add the two parcels.
2. Amend the Project Concept Map as follows:
    a. Incorporate the 1.61 acres into the PUD boundary;
    b. Identify that the developable areas of the PUD (**not owned by Global Industrial Properties, LLC**) are planned for the RV Sales and Service use. The concept plan is more general identifying the area for "Non-Residential/RV Sales and Service";
    c. Add a loop road connecting the current PUD boundary to the expansion parcels. The actual location of the loop road will be determined at the time of site plan review. The loop road must cross the existing conservation easement in order to connect the existing PUD and expansion parcels. The applicant has

met with Leon County Environmental staff and it is agreed that the conservation easement does not contain any significant natural features. County staff supports the crossing and at their direction a note is being added to the concept plan stating that the impacts to the conservation easement will be addressed at the time of site plan review/environmental management permit approval;

3. Amend the traffic circulation map to identify the loop road.
4. Incorporate the following selected permitted uses from the M-1 zoning district, the current zoning for the two parcels, which are required for the proposed RV dealership. The revised PUD Development Standards are attached as **Exhibit D** and adds the following uses from the M-1 zoning district:
    a. (11) Distribution Facilities;
    b. (17) Laboratories: research and development activities;
    c. (19) Manufacturing (consistent with the definition of light industrial);
    d. (27) Transportation and freight handling activities;
    e. (29) Welding and machine shops;
    f. (30) Wholesale activities;
    g. (31) Wholesale building supplies; and
    h. Outdoor storage as an accessory use which is permitted in M-1.
5. Re-zone the expansion parcels from M-1 to PUD.

VIII. CONSISTENCY OF PROPOSED PUD AMENDMENT WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE.

A. CONSISTENCY WITH COMPREHENSIVE PLAN

The PUD amendment is consistent with and furthers the following relevant policies from the Tallahassee-Leon County Comprehensive Plan:

Future Land Use Element Policy 1.1.1: In order to discourage urban sprawl, new development shall be concentrated in the urban service area plus in the Woodville Rural Community future land use category and the rural communities of Capitola, Chaires, Ft. Braden and Miccosukee, as designated on the future land use map.
Future Land Use Element Policy 1.1.5: Future Land Use Map densities and intensities are intended to reflect the availability of capital infrastructure. Capital infrastructure, which supports higher land use densities and intensities, consists of sewer and water, roads, mass transit, solid waste, drainage, and parks.

CONSISTENCY: The Project is located within the urban service area with direct frontage onto Capital Circle and with central water and sewer service available. The Project is also designated Suburban reflecting its suitability for urban development.

Future Land Use Element Policy 1.1.10: Compliance with the Conservation Element

shall be met prior to consideration of requirements in the Land Use Element.

CONSISTENCY: The supporting environmental analysis demonstrates that the expansion parcels have no environmental constraints and are suitable for the proposed development.

Future Land Use Element Policy 1.4.12:
(a) The intent of Site Plan and PUD planning and design requirements shall be to encourage and require the development of urban living and work spaces that minimize impacts to the natural environment. Environmental impacts shall be minimized through the development and redevelopment of compact and efficient urban land use patterns that closely integrate living and work spaces while maintaining compatibility through specified performance design criteria. Neighborhood and inter-site compatibility shall be implemented through site planning and design criteria that require objectionable impacts of particular land use activities to be internally located within site or building designs, rather than relying exclusively on standard landscape and setback buffering methods to reduce perimeter oriented objectionable impacts.
(b) Objectionable impacts of service and delivery areas, refuse and recycling collection areas, as well as the outdoor storage and work areas generally associated with commercial and residential buildings shall be planned to minimize off-site impacts.
(c) Site Plan and PUD requirements shall minimize impacts to the natural environment resulting from urban sprawl by not only identifying and protecting environmentally sensitive lands, but just as importantly by limiting urban sprawl into less environmentally sensitive lands through the implementation of compact and efficient urban development and redevelopment.

CONSISTENCY: The supporting environmental analysis demonstrates that the Project will have minimal impacts on natural resources on site. The PUD amendment will also create an improved plan of development by incorporating the two smaller parcels into the larger development. The PUD analysis also demonstrates that the Project is very compatible with the surrounding area. Finally, the Project is located on lands that have already approved for urban development and are within the urban service area.

Future Land Use Element Policy 2.2.5: SUBURBAN To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern. To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and

appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods. Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, and retail development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

CONSISTENCY: This Project is consistent with the Suburban land use standards in the comprehensive plan. The Suburban development pattern is prevalent along Capital Circle and US 90. The proposed RV sales and service use is also very consistent with the surrounding uses which are automobile dealerships, big box commercial and light industrial/warehousing. The Project will also keep Tallahassee residents from having to travel outside of the County to shop for a recreational vehicle.

Future Land Use Element Policy 2.2.5 L – Table 4

Development Pattern	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percentage Mix of Uses
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure and Community Service	Up to 16 units per acre [(3)]	Up to 25,000 square feet/acre	35% – 50%

[(3)] 20 units per acre and 40,000 square feet for multiple use development.

CONSISTENCY: The PUD Development Standards (Exhibit D) permit up to 25,000 square feet of non-residential and 20 units per acre or a maximum of 200 dwelling units. As shown in FLUE Policy 2.2.5 L, Table 4, the Suburban Corridor is permitted a maximum of 25,000 square feet per acre and up to 20 units per acre if part of a multiple use project. This PUD is permitted multiple land uses as identified in the PUD development standards.

B. CONSISTENCY WITH LAND DEVELOPMENT CODE

The Project is consistent with and furthers the following provisions in the Leon County Land Development Code:

Sec. 10-6.696. - Planned Unit Developments.

(a) Specific uses required by the Comprehensive Plan to be developed as planned developments or planned unit developments.

(1) Purpose and intent. The purpose and intent of this section is to provide for the required review of the uses specifically identified in the Comprehensive Plan as uses to be developed as planned developments or planned unit developments. These uses are ones which may have a potential adverse impact and therefore should be subject to additional review.

(2) Allowable land uses. Those uses specifically identified in the goals, objectives, and policies, the land use categories and the land development use matrix shall be allowed.

(3) Development standards. These uses shall be subject to review and approval by the Board of County Commissioners and any specific standards as shown in the Comprehensive Plan, these regulations, and other applicable codes or ordinances.

CONSISTENCY: The principal uses listed in the PUD Development Standards are consistent with the Suburban future land use category.

(b) Planned unit development (PUD) zoning district requirements and procedures.

(1) *Purpose and intent of district.*

a. The PUD zoning district and associated concept plan may be used to establish types of development and arrangements of land uses that are consistent with the Comprehensive Plan, but which are not otherwise provided for or allowed in the zoning districts set out in this chapter. The range of uses and development intensities allowed within a particular PUD district, along with any corresponding development and design standards are established by an associated PUD concept plan. Subsequent development within the PUD district is implemented by the approval of one or more site and development plans, known as PUD final plans.

b. The standards for creating a new PUD district and its associated concept plan set out herein are intended to promote flexibility of design and permit planned diversification and integration of uses and structures. The process set out herein allows the Board of County Commissioners to evaluate applications to establish new PUD districts and their associated concept plans, to make modifications to adopted concept plans, and to render final determination as to whether applications should be approved, approved with conditions, or denied. In addition, the Board of County Commissioners, may through approval with conditions, establish such additional limitations and regulations as it deems necessary to protect the public health, safety, and general welfare. Specifically, the PUD district is

intended to:

1. Promote more efficient and economic uses of land.

CONSISTENCY: This PUD is needed because the RV dealership requires a combination of permitted uses that are not found in a single zoning district. The PUD allows for a combination of uses from the CP and M-1 zoning districts.

The PUD amendment also seeks to develop land that was previously approved for development in 2004 but never developed. This property is well-located within Capital Circle and fits the uses that are located in this area. An RV sales and service dealership would be very compatible with the other automobile sales and service dealerships in that area and be able to take advantage of certain economies of scale. While the PUD will add the RV dealership uses to the Project the existing uses will still be available within the PUD.

2. Provide flexibility to meet changing needs, technologies, economics, and consumer preferences.

CONSISTENCY: This amendment provides more flexibility for the approved PUD and provides a new RV use that is needed in the community. Currently residents must travel outside of Leon County in order to consider an RV purchase.

3. Encourage uses of land which reduce transportation needs and which conserve energy and natural resources to the maximum extent possible.

CONSISTENCY: As previously mentioned, currently residents must travel outside of Leon County to consider an RV purchase. This requires residents to travel further and use more energy. Having an RV dealership in Leon County will allow shorter trip lengths. Additionally, this site was previously cleared and was used as a manufacturing sales lot. Repurposing this property helps protect natural resources by utilizing already disturbed lands.

4. Preserve to the greatest extent possible, and utilize in a harmonious fashion, existing landscape features and amenities.

CONSISTENCY: As previously stated, this project will develop an already disturbed site. The portion of the existing PUD proposed for the RV sales use and the expansion parcels have been previously developed and are very suitable for the proposed use. The existing natural features, located within the existing PUD, have been placed in a conservation easement.

5. Provide for more usable and suitably located recreational facilities, open spaces and scenic areas, either commonly owned or publicly owned, than would otherwise be provided under a conventional zoning district.

CONSISTENCY: This Project does not provide for recreational areas but will provide the required open space consistent with the comprehensive plan and will allow for a better internal design by providing for internal connections between the two parcels and protecting the undeveloped portions of the site toward the rear.

6. Lower development and building costs by permitting smaller networks of utilities and streets and the use of more economical building types and shared facilities.

CONSISTENCY: This PUD will allow for the two lots to be incorporated into the larger PUD to allow for a better overall plan of development and to reduce the need for additional access points onto Capital Circle.

7. Permit the combining and coordinating of land uses, building types, and building relationships within a planned development, which otherwise would not be provided under a conventional zoning district.

CONSISTENCY: As mentioned, this PUD is needed in order to combine permitted uses from both the CP and M-1 zoning districts. The current zoning districts do not include the combination of permitted uses needed for this RV sales use.

(3) *Establishment of a new PUD district and adoption of an associated concept plan.*

a. *Eligibility for application.* Applications for establishment of a new PUD zoning district shall demonstrate compliance with the following minimum eligibility criteria:

1. *Minimum area for a PUD zoning district.* The minimum area required for an application to a PUD district shall be five acres, except where the proposed use is required to be approved as a planned unit development by the Comprehensive Plan wherein, there shall be no minimum area required.

CONSISTENCY: The project site exceeds the minimum acreage requirement.

2. *Configuration of the PUD zoning district.* The PUD zoning district shall consist of a single discrete area of land of sufficient width and depth to accommodate the proposed use.

CONSISTENCY: As demonstrated in the PUD concept map the property is of sufficient size for the proposed use.

3. *Unified control/ownership.* All properties included for the purpose of application to amend the official zoning map to create a PUD district shall be under the ownership or control of the applicant.

CONSISTENCY: As demonstrated in the attached property affidavits, the property owner and the leaseholder have provided written authorization to file this PUD amendment. The portion of the PUD concept plan boundary owned by Global is not being amended by this PUD amendment.

b. *Review process.* The approval of a PUD zoning map amendment and associated concept plan application rests with the Board of County Commissioners. An application for a PUD zoning district shall include a PUD concept plan; a PUD zoning district shall not be established unless and until an associated implementing PUD concept plan is approved by the Board of County Commissioners. Review of an application for a PUD zoning map amendment and associated concept plan shall undergo the following sequence:

1. *Pre-application conference.* An application for a pre-application conference shall be submitted in accordance with established policies and procedures.

CONSISTENCY: A pre-application and pre-submittal meeting was held with Leon County staff.

2. *PUD concept plan application.* A PUD concept plan application shall be submitted in accordance with the submittal requirements set forth in subsection (b)(3) of this section.

CONSISTENCY: This PUD application includes the required PUD concept plan which includes the submittal requirements listed in (b)(3) below.

3. *Public notification.* Public notice of the PUD concept plan shall be provided by publication in a newspaper of regular and general circulation. In addition, written notice shall be mailed to the current address of each owner of property located within 1,000 feet of the properties included in the application based upon the records of the county property appraiser's office, and to registered neighborhood associations.

CONSISTENCY: Adequate public notice will be provided consistent with the County's Land Development Code.

4. *DRC meeting and recommendation.* The development review committee shall review the PUD concept plan application to evaluate consistency with the Comprehensive Plan and compliance with applicable land development regulations adopted by the county. The DRC shall prepare an itemized list of written findings of fact that support a recommendation of approval, approval with conditions, or denial of the PUD concept plan. The written findings

of the DRC shall be forwarded to the planning commission.

5. *Planning commission public hearing and recommendation.* The planning commission shall conduct a public hearing on the PUD zoning map amendment and concept plan application and formulate findings supporting a recommendation to the Board of County Commissioners to approve, approve with conditions, or deny the application. The planning commission's recommendation shall be based upon the recommendation of the DRC, public testimony and findings made on the record at the public hearing. Quasi-judicial proceedings may be invoked pursuant to the provisions of division 9, article XI of this chapter.

6. *Board of County Commissioners public hearing and disposition.* The Board of County Commissioners shall conduct a public hearing on the PUD zoning map amendment and concept plan application. The Board's final action approve, approve with conditions, or deny the application shall be based upon the recommendations of the planning commission and the DRC, public testimony, and findings made on the record at the public hearing. The decision of the Board of County Commissioners shall be supported by written findings. The decision of the Board of County Commissioners shall be final.

CONSISTENCY: The County's meeting procedures will ensure that each of these meetings will be held.

c. *Application content and submittal requirements.*

1. PUD concept plan. A PUD concept plan is a generalized plan that establishes the allowable land uses and the allowable development density or intensity ranges as well as any corresponding development and design standards for all lands within the PUD zoning district. A PUD concept plan may further establish separate subdistricts. The PUD concept plan may, for each subdistrict, establish a separate list of allowable uses and applicable standards, so long as those uses and standards are consistent with those established for the PUD district.

CONSISTENCY: This PUD establishes a single development component where any of the approved principal uses may be developed. The remainder of the property is limited to open space or conservation uses. The PUD development standards establish the clear development restrictions for the Project. The PUD amendment is planned for the RV Sales and Service dealership.

A PUD concept plan shall consist of the graphic and/or textual information itemized in subsections (b)(3)c.1.(i) through (iv) of this section. Adjustments to this information can be made at the pre-application conference.

(i) A general plan for the use of all lands within the proposed PUD. Such plans shall indicate the general location of residential areas (including density and unit types), open space, parks, passive or scenic areas, and non-residential areas (including maximum building square footage and maximum height).

CONSISTENCY: The PUD concept plan is attached as Exhibit F. The concept plan identifies the location of where urban development is permitted and where lands are set aside for preservation/conservation or open space. The PUD development standards are found in Exhibit D which address building height, development intensity etc.

(ii) A plan of vehicular and pedestrian circulation showing the general locations and right-of-way widths of roads, sidewalks, the capacity of the system and access points to the external and internal thoroughfare network. The conceptual vehicular plan for a PUD utilizing the provisions of section 10-6.617(a)(4) shall identify the functional classification of the roadway that will provide access to the proposed development.

CONSISTENCY: The PUD Vehicular and Pedestrian Circulation Map is included as Exhibit F and includes the required components identified above.

(iii) A summary of allowable development. The summary shall provide:

A. The total acreage of the PUD district, and each subdistrict, as may be proposed;

B. The acreage of areas proposed for specific land uses proposed to be allowed within the PUD district and PUD sub-districts proposed in the concept plan, as may be applicable;

C. The acreage of open space or conservation areas not to be developed within the PUD district and PUD sub-districts proposed in the concept plan;

D. The minimum and maximum allowable quantity of residential units to be allowed within the PUD district, and PUD sub-districts proposed in the concept plan, measured in residential dwelling units per acre;

E. The minimum and maximum allowable residential density to be allowed within the PUD district, and PUD sub-districts proposed in the concept plan, measured in residential dwelling units per acre;

F. The minimum and maximum allowable non-residential development intensity to be allowed within the PUD district, measured in gross building square footage; and,

G. The minimum and maximum allowable non-residential development intensity to be allowed within the PUD district, measured in floor area ratio.

CONSISTENCY: The PUD application and the PUD Development Standards provide all of the requirements identified above.

(iv) Regulations and development standards for the PUD district and for each sub-district, including:

A. An itemized list of uses proposed to be allowed in each the PUD district, or sub-districts, if any.

B. The minimum and maximum residential densities for the PUD district and for any sub-districts.

C. The minimum and maximum non-residential gross square footage and floor area ratios for the PUD district and for any sub-districts.

CONSISTENCY: The PUD Development Standards provides the requirements identified above and can be found in Exhibit D.

D. Development and design standards governing the development of the PUD district and any sub-districts which shall, at a minimum, address: lot dimensions and size; building setbacks; building heights; dimensions of internal streets, sidewalks, and other transportation facilities (such standards may be conveyed through annotated diagrams); open space provision, off-street parking, buffering, and landscaping.

E. The PUD concept plan may establish, for the PUD district or any sub-district therein, additional development and design standards for other development and design characteristics and elements, etc., so long as these standards are consistent with the Comprehensive Plan. The PUD concept plan may establish proprietary standards to regulate a particular development or design characteristic or element. In those instances where development or design standards are not specifically provided in the PUD concept plan, the standards set out in the land development code shall remain in force.

CONSISTENCY: The PUD Development Standards found in Exhibit D provides all of the requirements identified above.

2. A site conditions map that includes:

(i) A legal description of the properties included in the application with an associated boundary survey signed and sealed by a registered state land surveyor.

(ii) Name of the PUD; the owners of all properties included in the PUD district; the agent for the PUD application, and address and phone number of the agent; and date of drawing and of any subsequent revision.

(iii) Scale, north arrow, and general location map showing relationship of the site to external uses, structures, and features.

3. A natural features inventory approved by the department of development support and environmental management.

4. A preliminary certificate of concurrency or appropriate documentation issued by the

county department of development support and environmental management.

CONSISTENCY: The PUD Site Conditions Map is included as Exhibit E. The County approved the Natural Features Inventory on August 9, 2023. Additionally, the developer has chosen to defer concurrency review until the final development plan review is conducted.

d. *Review criteria.* In order to be approved, a proposed PUD zoning map amendment and concept plan application shall demonstrate satisfaction of the following criteria:

1. *Consistency with the Comprehensive Plan.* The proposed PUD district shall be consistent with the Comprehensive Plan.

CONSISTENCY: This PUD application demonstrates the Project's consistency with the Tallahassee-Leon County Comprehensive Plan.

2. *Consistency with other ordinances.* The proposed PUD district shall be consistent with all other ordinances adopted by the county, including, but not limited to, the applicable environmental and concurrency management ordinances.

CONSISTENCY: This PUD amendment is consistent with the County's LDC including the environmental and concurrency management ordinances. An environmental analysis was conducted to support this amendment and the County approved the NFI on August 9, 2023. The EMP will be filed with the County once final development plans are established.

Regarding concurrency, this Project has direct access onto Capital Circle and potable water and sanitary sewer services are available to serve the development. At the time of final development plan review the developer will file for concurrency review and approval.

3. *Consistency with purpose and intent of PUD district.* An application for a PUD district shall include a narrative indicating how the proposed PUD district meets the purpose and intent of the PUD district, as set forth in subsection (a) of this section. The narrative shall specifically address the seven statements itemized in subsection (a) of this section.

CONSISTENCY: This PUD application serves as the PUD narrative and meets the requirements in the LDC including the seven statements which are addressed earlier in this Section.

(4) *Previously approved PUD districts and concept plans.*

a. *Status of previously approved PUDs.* Any PUD district approved prior to the effective

date of the ordinance from which this subdivision is derived shall continue to be governed by the approved PUD plan and any agreements, terms, and conditions to which the approval may be subject and shall be designated PUD on the official zoning map

b. *Amendments to a PUD concept plan or PUD zoning districts.* Whenever any application is made to substantially modify an approved PUD, or to undertake a new development on part or all of the property, the application shall be made under the terms and procedures of the PUD district set forth herein. Notwithstanding this provision, the County Administrator or designee may approve amendments to the PUD concept plan during the review of a PUD final development plan if said amendments are substantially minor in nature and do not affect the overall character of the PUD concept plan. The criteria that the County Administrator or designee shall use to determine if the proposed changes are not substantially minor in nature and effect the overall character of the PUD include, but are not limited to: a change in the overall number of residential dwelling units of ten percent or greater; a change in density of 15 percent or more; an increase of non-residential building square footage; a substantial decrease in the amount of acres devoted to common open space and/or natural area; a substantial change in the general location of the proposed land uses, including the common open space and/or natural areas; a substantial change in the location, design, or function of associated transportation facilities; and a substantial change in the location, design, type, or function of associated infrastructures.

CONSISTENCY: This PUD amendment meets the PUD criteria in the County's LDC and is being processed as a standard PUD amendment.

c. *Eligibility for application for modification of a PUD concept plan or district.*

1. *Minimum area for modification to an existing PUD zoning district or concept plan amendment:* The minimum area required to be included in an application for amendment to a PUD district shall be the entire PUD zoning district; however, the County Administrator or designee, may allow an amendment of the official zoning map or the concept plan that affects or applies to only a portion of the land area included in the PUD district upon a finding that such amendment would not adversely impact the remainder of the district.

CONSISTENCY: This PUD amendment is limited to a portion of the PUD boundary and the amendments to the PUD concept plan exclude the land owned by Global. The PUD narrative and the concept map clearly identify the portion owned by Global and includes a notation that the amendments to the PUD concept plan do not impact their property. .

2. *Control/ownership.*

(i) All properties included for the purpose of application for modification to an existing PUD zoning district or concept plan amendment shall be under the ownership or control of the applicant; or

CONSISTENCY: All of the property owners and leaseholders have provided approval for

the portion included in this PUD amendment.

(ii) An application may be made by the Board of County Commissioners.

(5) *PUD final plan.* The PUD final plan is a site and development plan consistent with and intended to implement a PUD concept plan. The final plan may pertain to an entire PUD district or some portion of the land area included within that district. The appropriate level of site and development plan review for the PUD final plan, applicable submittal requirements, and procedural standards, including level of review, are those set forth in the site plan procedures of division 4, article VII of this chapter. In addition, the final vehicular plan for a PUD utilizing the provisions of section 10-6.617(a)(4) shall show consistency with the access provisions of section 10-6.617(a)(4) and subsection (b) of this section.

CONSISTENCY: The developer will provide the PUD final plan once development plans are finalized.

C. COMPLETE APPLICATION

The Project is supported by a complete PUD development application that addresses all of the County's requirements as summarized below:

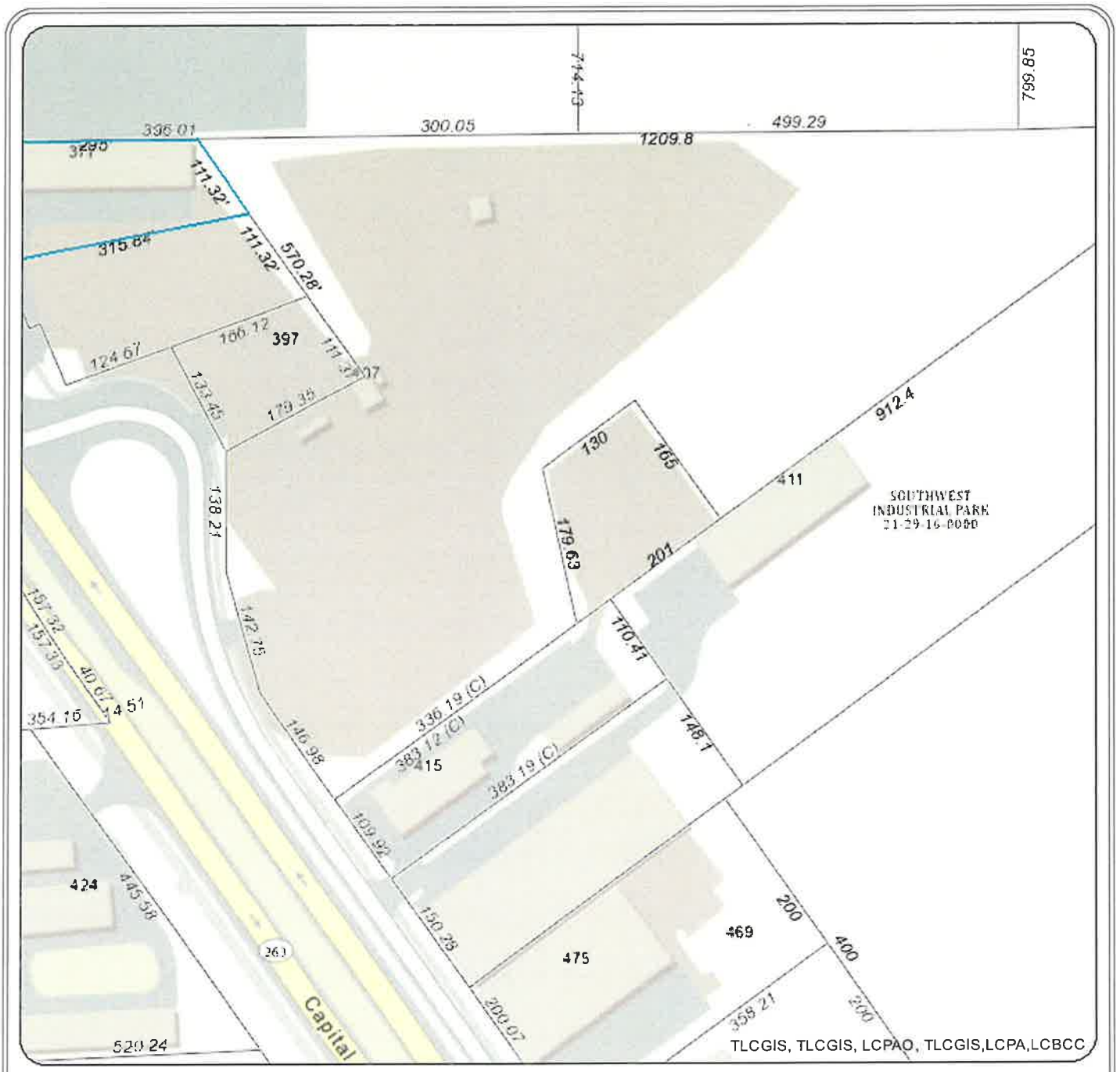
1. PUD application and Submittal Checklist
2. Affidavits
3. Environmental Analysis
4. Preliminary Concurrency
5. Letter of Understanding
6. Project Narrative
7. PUD Concept Plan
8. Vehicular and Pedestrian Circulation Plan
9. Quantitative Summary of Land Uses
10. Site Conditions Maps
11. FEES

EXHIBITS

EXHIBIT A	Parcel Map
EXHIBIT B	Environmental Analysis
EXHIBIT C	Future Land Use and Zoning Maps
EXHIBIT D	Optimum PUD Development Standards
EXHIBIT E	Existing Conditions Map
EXHIBIT F	PUD Concept Plan
EXHIBIT G	PUD Application

EXHIBIT A

LOCATION AND PARCEL MAPS



LEON COUNTY PROPERTY APPRAISER

Legend

Township	Lot	Building
Section	Access Easement	Park
Subdivision	River	City Limit
Tax Parcel	Waterbody	Imagery 1/2015

N

0 0.0275 0.055 0.11

mi

Akin Akinyemi, PhD, RA, CFA, CMS
Leon County Property Appraiser

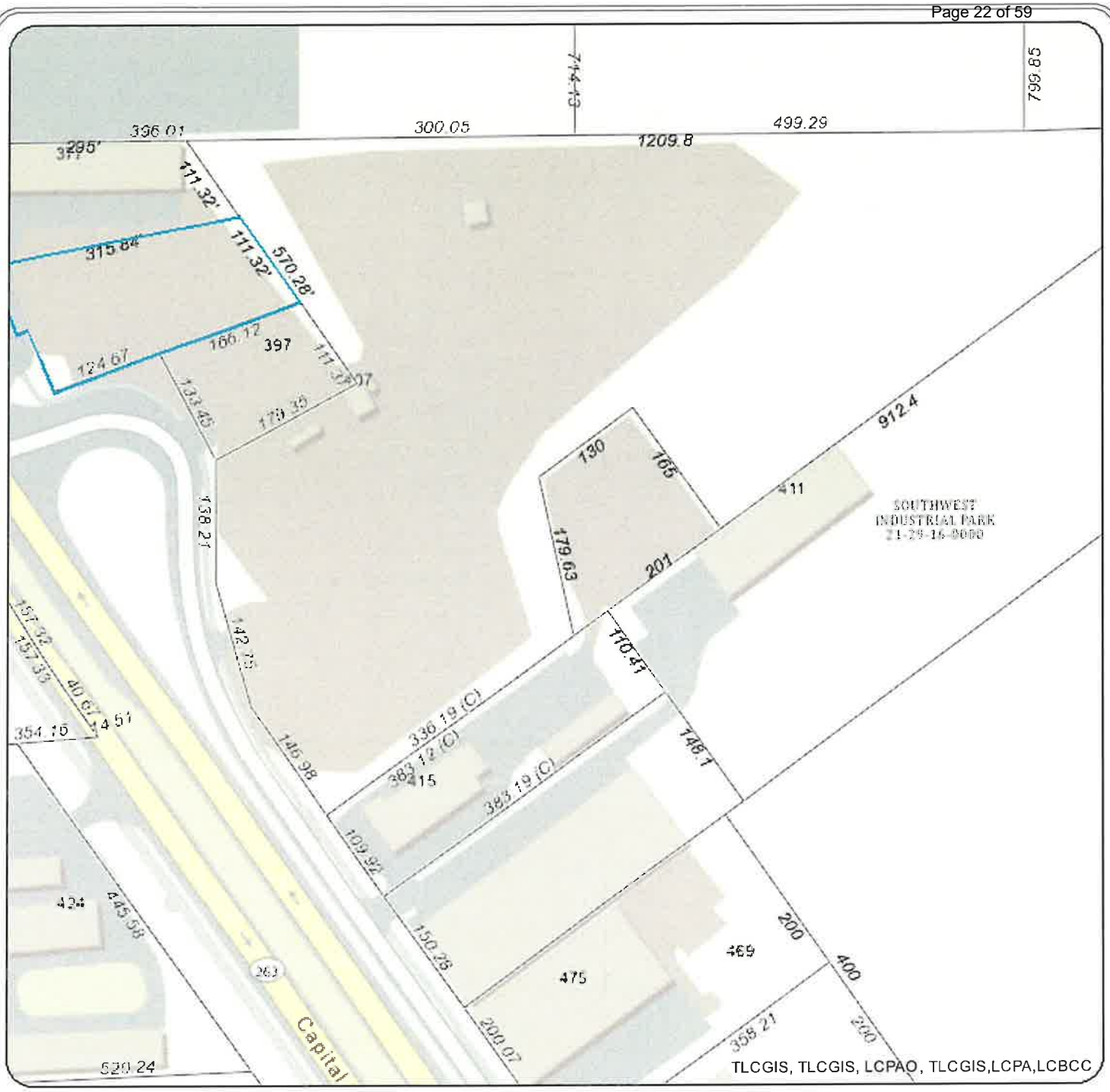
315 S. Calhoun St, Third Floor
Tallahassee, Fl. 32301

Phone: (850) 606-6200
Fax: (850) 606-6201

Email: admin@leonpa.org
Website: leonpa.org

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

Date Printed: Aug 09, 2023



LEON COUNTY PROPERTY APPRAISER

Legend

Township	Lot	Building
Section	Access Easement	Park
Subdivision	River	City Limit
Tax Parcel	Waterbody	Imagery 1/2015

N

0 0.0275 0.055 0.11

mi

Akin Akinyemi, PhD, RA, CFA, CMS
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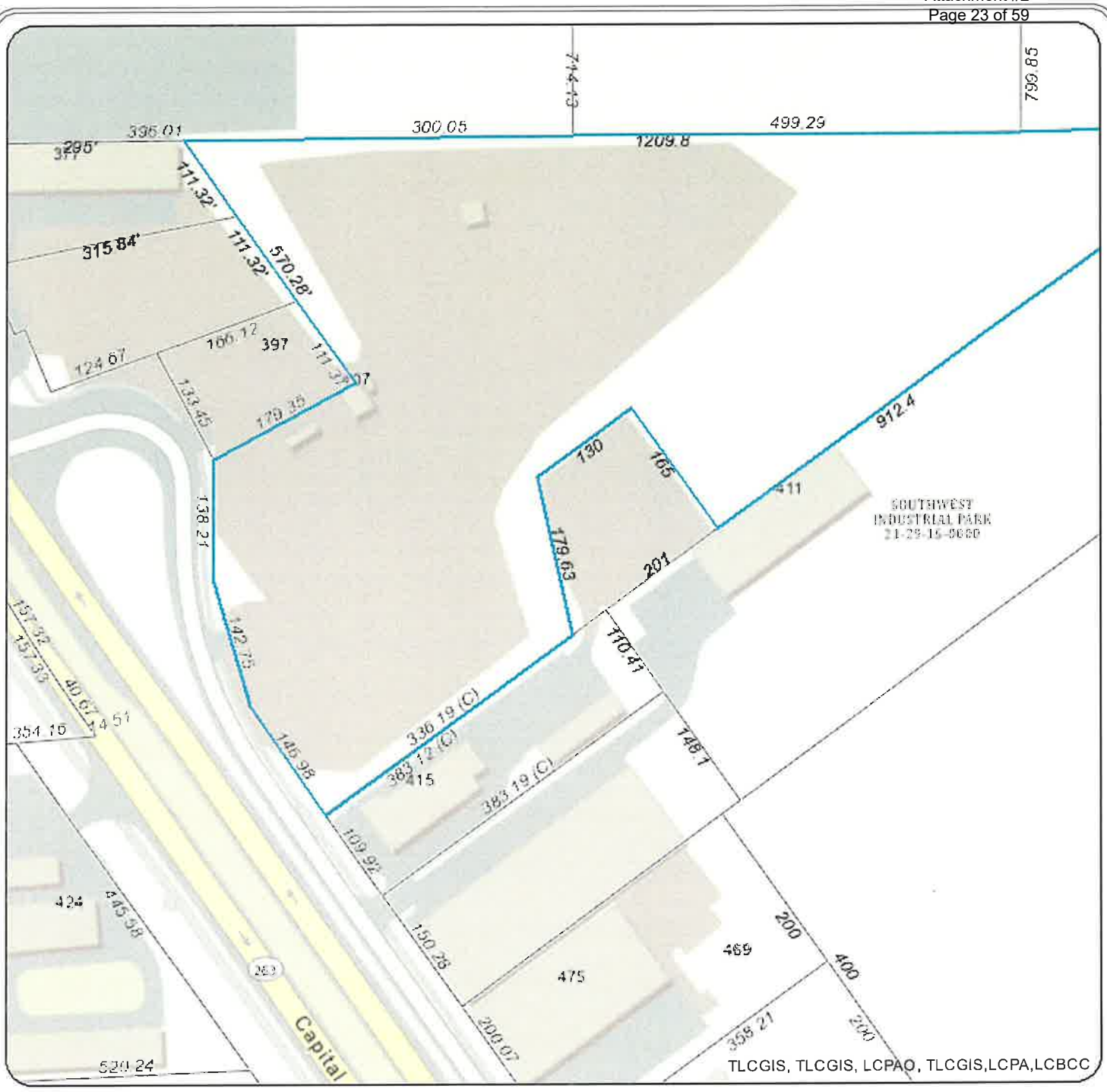

LEON COUNTY PROPERTY APPRAISER

Legend

Township	Lot	Building
Section	Access Easement	Park
Subdivision	River	City Limit
Tax Parcel	Waterbody	Imagery 1/2015

N

0 0.0275 0.055 0.11

mi

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Date Printed: Aug 09, 2023

EXHIBIT B

ENVIRONMENTAL ANALYSIS

Leon County
Board of County Commissioners
301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5300 www.leoncountyfl.gov

Department of Development Support
and Environmental Management
Division of Environmental Services
Renaissance Center, 2nd Floor
435 North Macomb Street
Tallahassee, FL 32301
(850) 606-1300

Commissioners

NICK MADDOX
At-Large
Chairman

CAROLYN D. CUMMINGS
At-Large
Vice Chairman

BILL PROCTOR
District 1

CHRISTIAN CABAN
District 2

RICK MINOR
District 3

BRIAN WELCH
District 4

DAVID T. O'KEEFE
District 5

VINCENT S. LONG
County Administrator

CHASITY H. O'STEEN
County Attorney

August 09, 2023

Florida Environmental and Land Services, Inc.
Attn.: Hannah Starling
hstarling@felsi.org
221-4 Delta Court
Tallahassee, FL 32303

RE: Approval of Natural Features Inventory – No Impact, LEA23031
Project: Optimum RV
Parcel Tax ID Numbers: 21-29-20-603-0000 and 21-29-20-604-0000 (1.6 total acres +/-)

Dear Ms. Starling:

We have completed our review of the Natural Features Inventory – No Impact (NFI) application fully submitted on July 31, 2023 for the above referenced project. No flood prone area or other natural features were noted as part of the NFI site assessment. Your application is hereby approved.

Environmental Management Permit Application for Stormwater

The proposed development activities will require a Standard Form environmental management permit (EMP *Form E-3*) to address stormwater along with any landscaping and/or natural area requirements.

Protected trees shall be surveyed and mapped as part of any development application, per Sections 10-4.362 and 10-4.363 of the Leon County Land Development Code (LDC). Tree surveys shall indicate the location, species (general) and diameter at breast height (54" above the ground) of each protected tree located within or adjacent to any proposed activity, including any protected tree located just outside the proposed project area if the critical protection zone of the tree extends onto any proposed construction or staging areas. Efforts shall be made to incorporate protected trees into any proposed development areas. An evaluation and mitigation plan provided by a certified arborist will be required if any development activities are proposed within the critical protection zone of a protected tree.

Water wells are to be included on NFI maps, per Section 10-4.202(a)(2)d., of the LDC. A possible water well was located along the northern property boundary of parcel -603-0000 during the environmental site evaluation (reference Exhibit "B"). The clear intent to abandon or maintain water wells must be indicated on the EMP site plan(s), per Sections 10-4.204(a)(2)c. and 10-10.307 of the LDC. Required water well abandonment permits are obtained by licensed water well contractors through the Northwest Florida Water Management District (850-539-5999).

General Comments

It should be noted that non-inclusion of any Leon County land development regulations/requirements in this letter does not constitute exemption from compliance with the requirements.

If you have any questions concerning this letter or need additional information, feel free to contact me at 850-606-1366 or by e-mail at sommersm@leoncountyfl.gov.

Sincerely,

Michael Sommers

Digitally signed by Michael Sommers
DN: cn=Michael Sommers, o=DSEM, ou=Leon County, email=SommersM@leoncountyfl.gov, c=US
Date: 2023.08.08 15:55:21 -04'00'

Mike Sommers
Sr. Environmental Review Biologist

enclosures: Project Narrative, Exhibit "A"
Site Photos, Exhibit "B"

cc: Mr. Nathan Bocock
377 CCSW, LLC
107 Sandra Ave.
Greenville, SC 29611

EXHIBIT A

Optimum RV

Leon County Natural Features Inventory – No Impact
Project Narrative

The project area included in this Natural Features Inventory (NFI) No Impact application includes two parcels which total approximately 1.605 acres located at 377 Capital Circle SW, Tallahassee, FL. The associated Leon County tax parcel identification numbers are 2129206030000 and 2129206040000. The project area is currently utilized as a warehouse for Optimum RV.

This NFI submittal is to support an amendment to the approved Quail Ridge Planned Unit Development (PUD). These two parcels are an expansion to the existing PUD which will add a total of 1.605 acres to the Project. The PUD amendment is needed to develop the remaining undeveloped lands in the PUD and the new expansion parcels as a Recreational Vehicle (RV) dealership providing both sales and service.

Florida Environmental and Land Services, Inc. (FELSI) performed a site visit of the project area in June 2023 to survey for natural features regulated by Leon County. Supporting photo documentation from the site visit is attached. The northern half of the project area is developed with the Optimum RV warehouse. Two mature pecans, three Bradford pears, and two live oaks are present on the western side of the property. The northernmost live oak may qualify as a patriarch or exceptional specimen tree. It is a multi-trunk with DBH of 47" and no obvious signs of disease. It is unknown if impacts are proposed to the trees.

A stormwater pond is present in the southeast corner of the project area. The eastern forested buffer between the project area and the adjacent parcel to the east (parcel ID number 2129206060000) consists primarily of mixed hardwoods such as sweetgum, laurel oak, black cherry, mimosa, and camphor. Other common species in the buffer include common persimmon, Carolina laurelcherry, yellow jessamine, and catbriar. A shallow, manmade ditch is present in the northern half of the vegetated buffer. The ditch is roughly 2 feet wide and 75 feet long, lacks natural sinuosity, and does not support hydrophytic vegetation or provide wildlife habitat.

The project area is within the Tallahassee Red Hills Physiographic Province, the Lake Munson Drainage Basin, West Tharpe Watershed, and Gum Swamp Watershed. The predominant soil type for the project area is Wagram Loamy Fine Sand, 0-5% Slopes (50). This soil type is described by the USDA Natural Resources Conservation Service as non-hydric and well drained, with depth to water table more than 80 inches.

APPROVED
PERMIT NO. LEA23031
DATE 8/8/2023

EXHIBIT B

Optimum RV Site Visit Photos – June 21, 2023



Existing Optimum RV Office



47" DBH Live Oak on western side of subject property.

Optimum RV Site Visit Photos – June 21, 2023



Southeast corner of project area.



Stormwater area in southeast corner.

Optimum RV Site Visit Photos – June 21, 2023



Vegetated buffer on eastern side of project area.



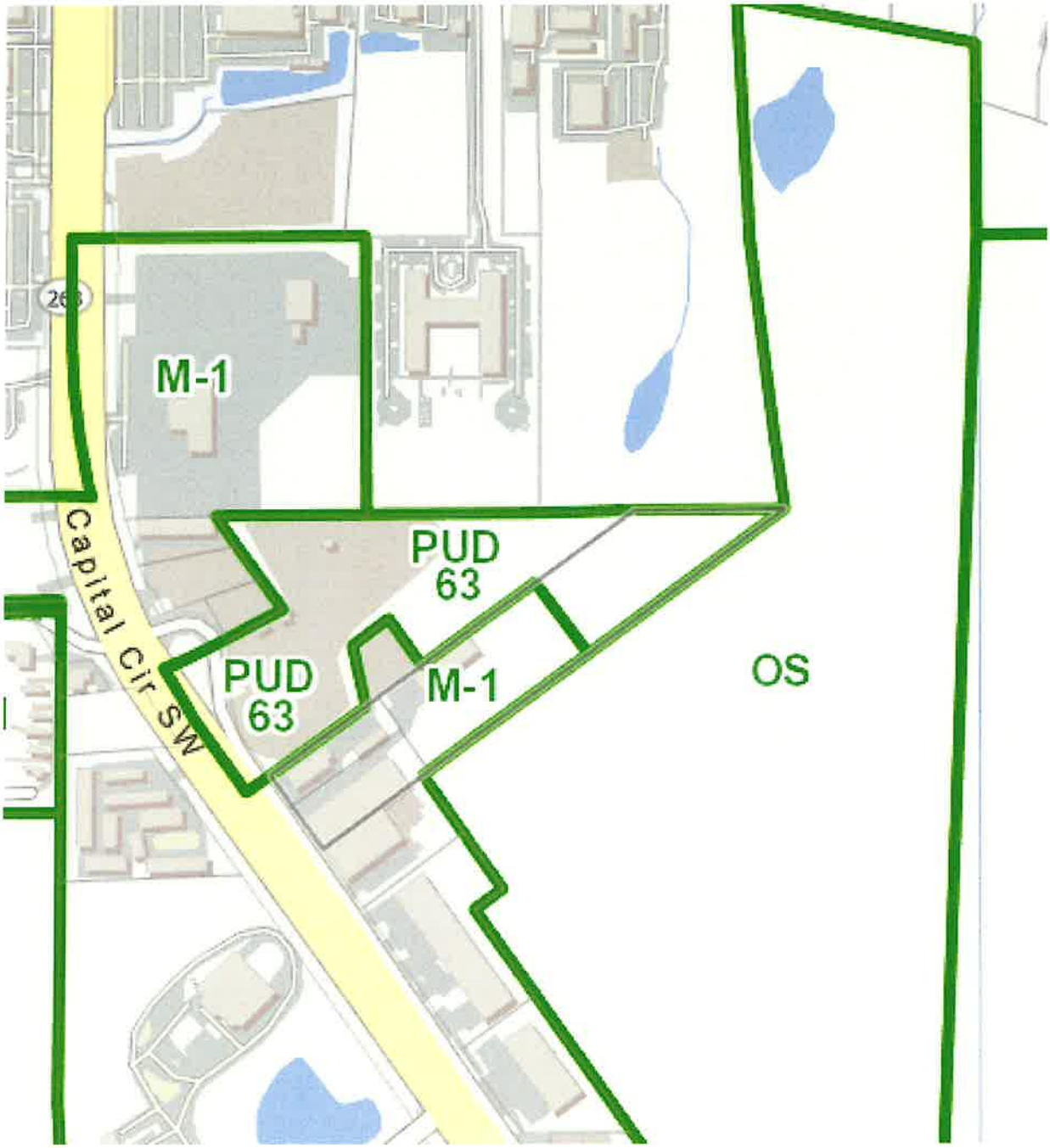
Shallow manmade ditch within vegetated buffer.


August 7, 2023 9:40 AM

EXHIBIT C

FUTURE LAND USE AND ZONING MAPS

ZONING MAP FOR PUD AMENDMENT AND SURROUNDING PROPERTIES



FUTURE LAND USE MAP FOR PUD AMENDMENT AND SURROUNDING PROPERTIES

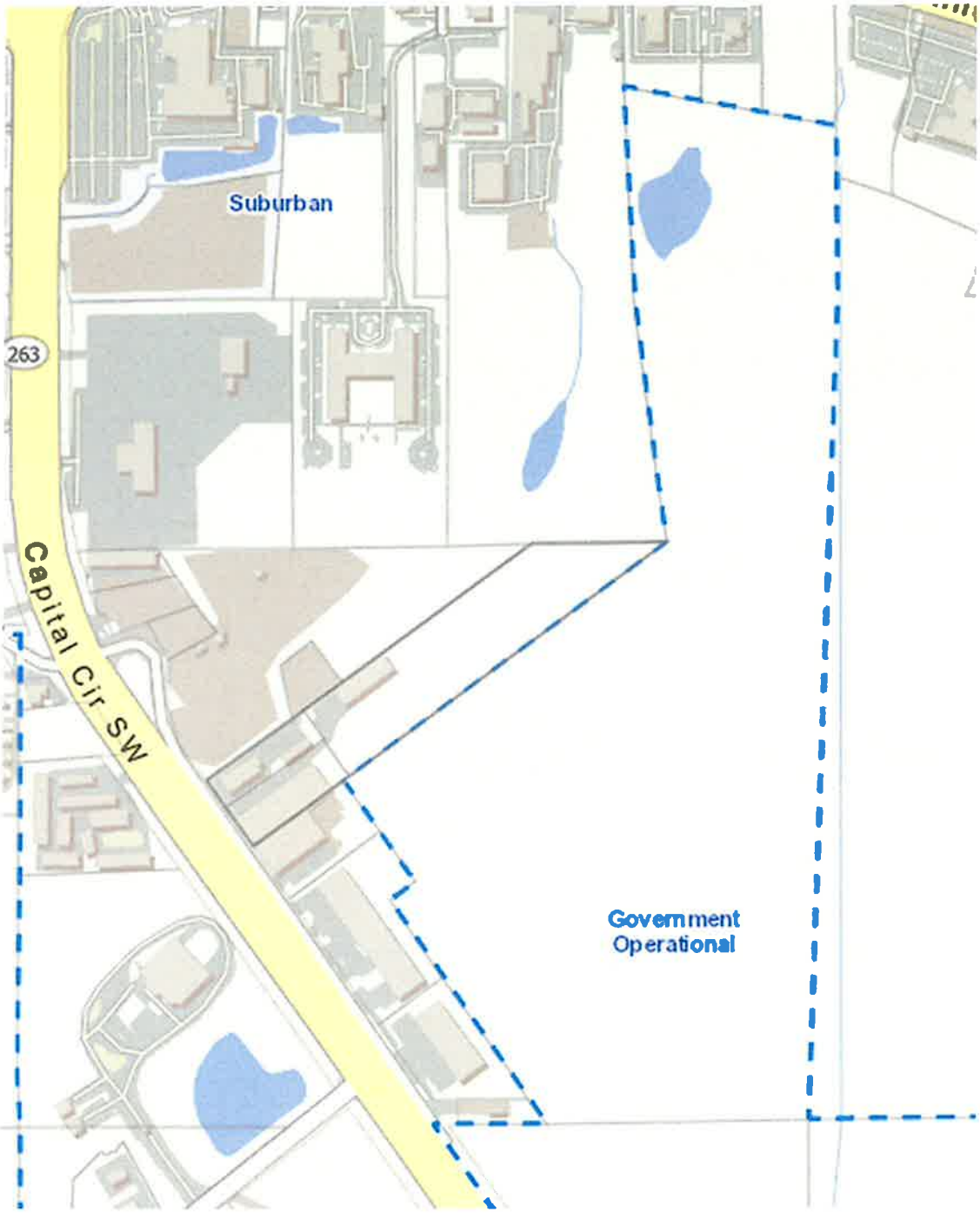


EXHIBIT D

OPTIMUM PUD DEVELOPMENT STANDARDS

Optimum Planned Unit Development Zoning District and Development Standards

PERMITTED USES		
DISTRICT INTENT	PRINCIPAL USES	ACCESSORY USES
The Optimum PUD District Intent is to provide for flexible multiuse zoning district incorporating certain Commercial Parkway and M-1 uses along with the additional multifamily use. This comprehensive mixed-use districted introduced the needed flexibility to adjust to the changing demographics of this area and to introduce a housing component which is needed for the general area. The commercial uses will allow for a continuation of the commercialization along arterial corridors and introduction of multi-family will allow for a housing element to be introduced in close proximity to shopping and related commercial uses. The limited M-1 uses will provide for uses that require both a commercial and light industrial/manufacturing component such as an RV dealership. The district will provide the limitation of utilizing one existing access to Capital Circle NW consistent with the Commercial Parkway district requirements. Multi-family use will be allowed up to 20 units per gross acre and a maximum of 200 residential units.	1. Antique shops 2. Armored truck services 3. Automotive sales and rental (includes any type of motor vehicle including boats and motorcycles) 4. Automotive service and repair, including car wash 5. Automotive-retail, parts, accessories, tires, etc 6. Bait and tackle shops 7. Banks and other financial institutions 8. Broadcasting studios 9. Building contractors and related services, without outdoor storage 10. Camera and photographic stores 11. Commercial kennels 12. Community facilities related to office including libraries, religious facilities, vocational schools, and police/fire stations. Elementary, middle and high schools are prohibited. Other community facilities may be allowed in accordance with Section 18.1 of these regulations 13. Day care centers	1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the Land Use Administrator. 2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the Land Use Administrator. 3) Outdoor storage as an accessory to a permitted principal use (without the 33 percent limitation) if the outdoor storage area is screened with an opaque material (an opaque material may include vegetation). The opacity requirements are as follows: 100 percent along any property line that adjoins an existing residential use; 80 percent along any property line that adjoins any other type of use other than residential (commercial, office, etc.) or a street right-of-way. The determination of the adequacy of the opaque material will be evaluated at the time of permitting.

:

	14. Gift, novelty, and souvenir stores 15. Golf courses 16. Hotels and motels, including bed and breakfast inns 17. Laundromats, laundry and dry-cleaning pick up stations 18. Lawn or tree removal services 19. Mailing services 20. Medical and dental offices, services, laboratories, and clinics 21. Manufactured home sales lots 22. Non-medical offices and services including business and government offices and services 23. Non-store retailers 24. Nursing homes and residential care facilities 25. Off-street parking facilities 26. Passive and active recreational facilities 27. Personal services (barber shops, fitness clubs, etc.) 28. Photocopying and duplicating services 29. Printing and publishing 30. Recreational vehicle park 31. Rental and sales of video tapes and games 32. Rental of tools, small equipment, or party supplies	

	33. Repair services, non-automotive 34. Restaurants, with or without drive-in facilities 35. Retail bakeries 36. Retail computer, video, record, and other electronics 37. Retail department, apparel, and accessory stores 38. Retail drug store 39. Retail florist 40. Retail food and grocery 41. Retail furniture, home appliances and accessories 42. Retail home/garden supply, hardware and nurseries 43. Retail jewelry stores 44. Retail needlework and instruction 45. Retail newsstand, books, greeting cards 46. Retail office supplies 47. Retail optical and medical supplies 48. Retail package liquors 49. Retail pet stores 50. Retail picture framing 51. Retail sporting goods, toy stores 52. Retail trophy stores 53. Self-moving operation 54. Retail shoes, luggage and leather products 55. Sign shops	

:

	56. Social, fraternal and recreational clubs and lodges, including assembly halls 57. Studios for photography, music, art, drama, voice 58. Tailoring 59. Trailer sales and services 60. Veterinary services, including veterinary hospitals 61. Warehouses, mini-warehouses, or self-storage facilities 62. Multi-family 63. Distribution facilities 64. Laboratories; research and development activities 65. Manufacturing (consistent with the definition of light industrial) 66. Transportation and freight handling activities 67. Welding and machine shops 68. Wholesale activities 69. Wholesale building supplies 70. Other uses, which in the opinion of the Land Use Administrator, are of a similar and compatible nature to those uses described in this district and provided the use is not specifically permitted in another zoning district.	

DEVELOPMENT STANDARDS								
	4) Minimum Lot or Site Size			5) Minimum Building Setbacks			6) Maximum Building Restrictions	
Use Category	a. Lot or Size Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Any Permitted Principal Use Except Multi-Family	None	None	None	25 feet	15 feet	15 feet	25,000 square feet of building floor area per acre, and commercial uses not to exceed 200,000 square feet of gross building floor area per parcel. 50,000 square feet of building area per acre for permitted land uses number (61) warehouses, mini-warehouses or self storage facilities as listed above ~~in subsection 10.6.RR.2~~	4 stories
Multi-Family Dwellings	10,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	15 feet	Not applicable	3 stories
7) Access Management Criteria: A single (1) point of ingress/egress will be provided to the site, subject to the Florida Department of Transportation (FDOT) design and permitting requirements.								
8) Final Development Review: Final development review of specific site plan will be submitted as a Type "A" review. Developments will meet the requirements of the EMA and LDC for Leon County. Prior site approvals will be vacated upon approval of a new application. Final development plans must utilize the entire site for either residential or non-residential.								
9) Dumpster/Compactor: Must be screened by vegetation and contained within an opaque enclosure fence or wall of 6 feet in height minimum and must be 15 feet from any side or rear property line and 50 feet from the front property line.								
10) Parking: Non-residential parking is required per the Leon County Code requirements. Residential parking is required at a range of 0.8 to 1.2 spaces per bedroom. Applications to the Parking Standards Committee may be considered. ADA requirements shall be met.								
11) General Notes: A – Central sewer and water are required and available to the site.								

B – Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc. C – Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.). Reservation of concurrency is waived and deferred until the site plan review process. D – For cluster development standards, refer to Section 18.810 of this chapter.

EXHIBIT E

EXISTING CONDITIONS MAPS


Optimum RV Tallahassee
RV dealer
Capital Cir SW
Frontage Rd
263
Frontage Rd
Capital Cir SW
Panhandle Wholesale
Porter's Automotive, Inc
Level Up Futbol
Storage Zone
Self Storage and

EXHIBIT F

PUD CONCEPT PLAN

CONCEPT PLAN

FOR:

QUAIL RIDGE

A PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT

407 CAPITAL CIRCLE SW
TALLAHASSEE, FL 32304

INDEX

Sheet	Description:
C-1	EXISTING CONDITIONS
C-2	PUD CONCEPT PLAN

VICINITY MAP



PROJECT DATA

JOB NO.: 23290

PARCEL NUMBER: 2129206080000, 2129180000001, 2129206030000, 2129206040000

PROJECT NAME: PUD AMENDMENT

OWNER: 407 CAPITAL CIRCLE LLC
801 US HWY 1
NORTH PALM BEACH, FL 33408

PLANS PREPARED BY: POOLE ENGINEERING & SURVEYING, INC.
2145 DELTA BOULEVARD, SUITE 100
TALLAHASSEE, FLORIDA 32303
(850) 386-5117
LICENSE NO. 006745

ENGINEER OF RECORD: CHERYL L. POOLE, P.E. 47037
VICE PRESIDENT - ENGINEERING

SURVEYOR OF RECORD: JAY ALAN KERI P.S.M. 5721
2145 DELTA BOULEVARD, SUITE 100
TALLAHASSEE, FLORIDA 32303
(850) 386-5117

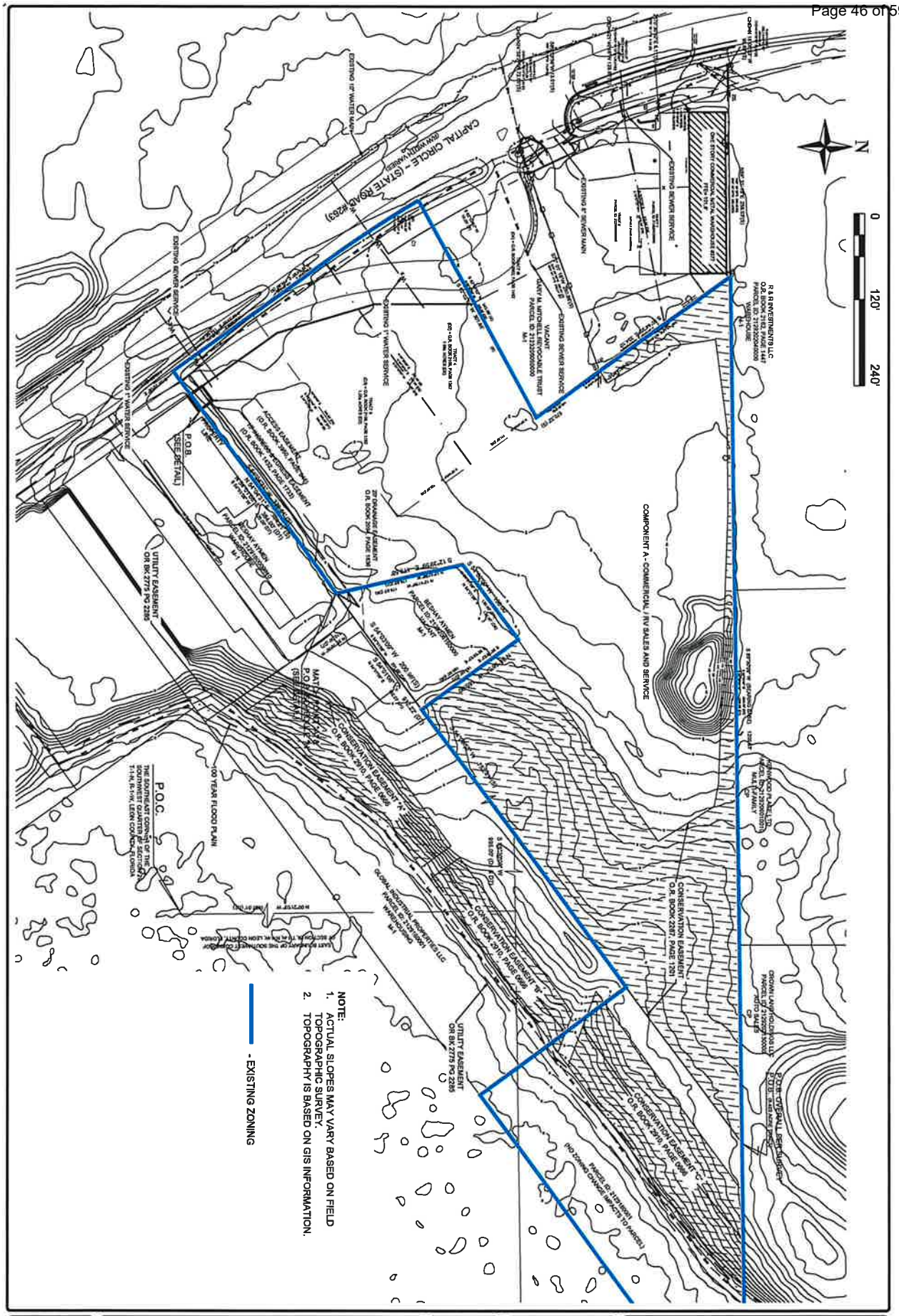
DATE PREPARED: 08/11/23

REVISIONS:

PAGE:	DATE:	INITIAL:	COMMENTS:

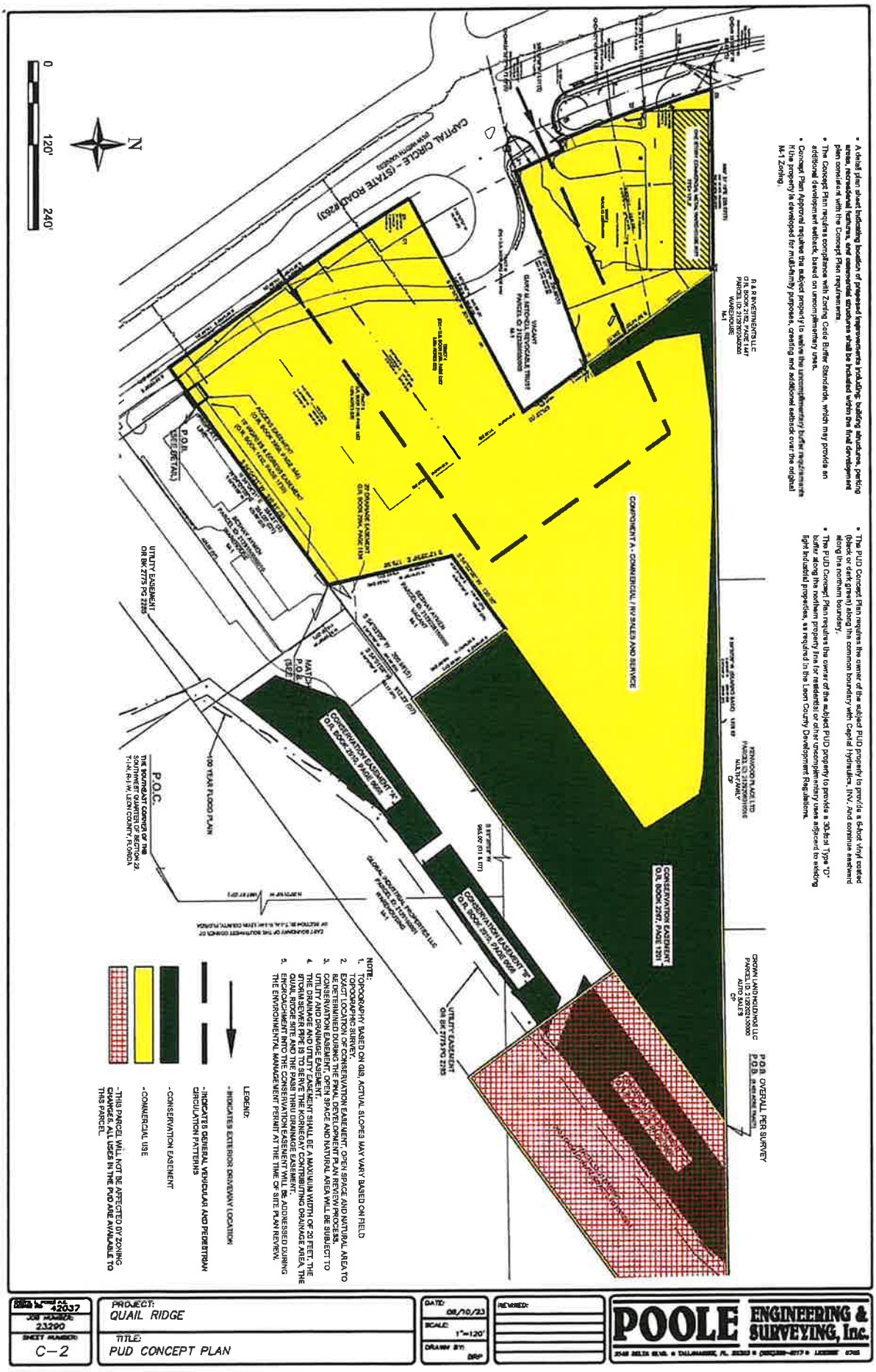
POOLE ENGINEERING & SURVEYING, Inc.

2145 DELTA BOULEVARD, SUITE 100
TALLAHASSEE, FLORIDA 32303



FDOT Job No. 42037 JOB NUMBER: 23290 SHEET NUMBER: C-1	PROJECT: QUAIL RIDGE TITLE: EXISTING CONDITIONS MAP	DATE: 08/03/23 SCALE: 1"=120' DRAWN BY: BRP	REVISED:

POOLE ENGINEERING & SURVEYING, Inc.
2140 DELTA BLVD. • TALLAHASSEE, FL. 32303 • (850)385-0117 • LICENSE NO. 6746



Sidewalks must meet minimum standards pursuant to section 10-7.529, LDC

EXHIBIT G

PUD APPLICATION

PLANNING DEPARTMENT

Leon County
APPLICATION FOR PUD REZONING REVIEW

The undersigned, owner of the hereinafter-described property, hereby petitions Leon County for the following amendment to the Official Zoning Map:

Change in Zoning District Write in the name of the current zoning district(s) in which the property is currently located.

From: M-1

To: **PUD (Planned Unit Development)**

Location: The property is designated by the following Leon County Property Tax identification number(s): 2129206030000 and 2129206040000

Legal Description: Attach a legal description of the property requested to be rezoned.

Disclaimer: Granting of requested zoning district does not grant the applicant all development rights prescribed within the zoning district. Subsequent permitting, preliminary site plan and plat review, and final plat review may limit the ability to construct allowable land uses as well as construct allowable land uses to the maximum intensity and/or density of the approved zoning district. All proposed development shall be subject to the applicable land development regulations including, but not limited to the *Tallahassee Land Development Code*, *Environmental Management Ordinance*, and the *Concurrency Management System Policy and Procedures Manual*.

Note: An electronic version of this application and all supporting documentation shall be submitted on a CD or DVD. Also, an original signed copy of the complete application and supporting documentation shall be submitted to the Planning Department.

The required file format for all text documents is Microsoft Word or Adobe Acrobat PDF.

NOTE: In accordance with Leon County Policy 02-08, beginning January 1, 2003, all paid lobbyists intending to engage in any lobbying activities before the Leon County Board of County Commissioners on behalf of any person or entity must register with the Clerk of Court, Finance Department by filing a completed Leon County Lobbyist Registration form and paying an annual registration fee of $25.

Leon County
PUD Rezoning Review Application & Information Packet

Submitted By:

Owners' Name(s)	Phone #	Address
377 CCSW LLC	803-876-9588	107 Sandra Ave., Greenville, SC 29611
407 Capital Circle, LLC	352-396-1000	801 US Hwy 1, North Palm Beach, FL 33408

Agent's Name(s)	Phone #	Address
Gary Hunter	850-567-5763	119 S. Monroe St., Ste 500, Tall., FL 32301
Darrin Taylor	850-556-8882	119 S. Monroe St., Ste 500, Tall., FL 32301

Optionee's Name(s)	Phone #	Address

Please provide identification of any individual, neighborhood association, or business association with which you have voluntarily met prior to submission of this application.

Leon County
PUD Rezoning Review Application & Information Packet

Letter of Understanding

I Gary Hunter (print name) as the property owner or authorized property owner representative have read and understand the Leon County Application for PUD Rezoning Review Information Packet and acknowledge submittal of a rezoning review application from M-1 (district) to PUD.

Signature — Date 8/15/23
Property Owner/Authorized Representative

Witness — Date 8/15/23

Witness — Date 8/15/23

Application Submittal Checklist

The application of the owner for a change or amendment to the Official Zoning Map shall include the following:

Applicant Verification	Staff Verification	
X		1. Completed Application for Rezoning Review to be submitted to the Leon County Department of Development Support and Environmental Management.
X		2. Applicant's Affidavit of Ownership and Designation of Agent indicating agent if application is not submitted by the property owner.
X		3. An environmental analysis approved by the Leon County Department of Development Support and Environmental Management as required pursuant to the Environmental Management Act. Contact the Leon County Department of Development Support and Environmental Management at 606-1300 for more information.
X		4. A preliminary concurrency or appropriate documentation issued by the Leon County Department of Development Support and Environmental Management. Contact the Leon County Department of Development Support and Environmental Management at 606-1300 for more information.
X		5. Identification of any individual, neighborhood association, or business association with which you have **voluntarily** met prior to submission of this application.
X		6. Letter of Understanding.
X		7. A general plan for the use of all lands within the proposed PUD. Such plans shall indicate the general location of residential areas (including density and unit types), open space, parks, passive or scenic areas, and commercial areas (including building square footage and height).
X		8. A plan of vehicular and pedestrian circulation showing the general locations and right-of-way widths of roads, sidewalks, the capacity of the system and access points to the external and internal thoroughfare network.

Quantitative summary of land uses (maximum acres, maximum non-residential building square feet, maximum number of residential dwelling units). A report shall be submitted to the County that includes a statement indicating how the proposed development complies with the Comprehensive Plan and a general description of the proposed development including:

X		9. The total acreage of the project.
X		10. The number of acres proposed to be developed in the various categories of land shown on the Concept Plan; the percentage of total acreage represented by each category of use and each component of development; and an itemized list of uses proposed for each of the components which shall be the range of uses permitted for that section of the PUD.
X		11. The number and type of dwelling units proposed for the overall site and for its components, including dwelling unit per acre calculations and population

projections for each or for nonresidential projects, gross square footage devoted for each land use.

X ____ ____ 12. The establishment of minimum development standards which shall govern the site and development such as lot shape and size, internal streets and pedestrian ways, open space provision, off-street parking, buffers, and landscape areas.

X ____ ____ 13. A binding commitment to develop the property in accordance with the approved Concept Plan and conditions of approval. The commitment shall bind all subsequent owners.

A site conditions map which includes:

X ____ ____ 14. Legal description and boundary survey signed and sealed by a registered Florida land surveyor or a deed description. **NOTE: An electronic version of the legal description shall be included with the application on a CD or diskette. Failure to provide an electronic version may delay your approval schedule.**

X ____ ____ 15. Name of the PUD; owner; subdivider/lessee/optionee (if applicable), and address and phone number of each; surveyor and engineer of record; and date of drawing.

X ____ ____ 16. Scale, date, north arrow, and general location map showing relationship of the site to external uses, structures, and features.

X ____ ____ 17. Boundaries of the subject property, all existing streets, buildings, water courses, easements, section lines, and other important physical features.

X ____ ____ 18. Existing topography (latest U.S. Department of the Interior Geological Survey).

X ____ ____ 19. The location and size of all existing drainage facilities and a utility concept plan.

X ____ ____ 20. Information about the existing vegetation cover and general soil types, and their appropriateness for the proposed project.

X ____ ____ 21. The location and function of all other existing public facilities which would serve the residents of the site including but not limited to schools, parks, and fire stations. The requirements to provide this information may be waived for small projects. If required, notation of this information on a scaled map is acceptable.

N/A ____ ____ 22. Completed School Impact Analysis Form

Submittal Review Fees and Copies:

X ____ ____ 23. Submittal review fees payable to the Leon County Board of County Commissioners.

X ____ ____ 24. Provide nineteen (19) sets of the application and accompanying materials. Additional sets may be requested for the Planning and/or City Commission meetings.

TALLAHASSEE - LEON COUNTY PLANNING DEPARTMENT

APPLICANT'S AFFIDAVIT OF OWNERSHIP & DESIGNATION OF AGENT

I. Ownership.

I, Denver Beck, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) 212 920 606 0000

Location address: 407 Capital Circle Southwest

for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of:

407 Capital Circle, LLC

Please complete the appropriate section below:

Individual	✓**Corporation**	**Partnership**
	Provide Names of Officers:	Provide Names of General Partners:
	Denver Beck	

Dept. of State Registration No.: L22000403930

Name/Address of Registered Agent:
Corporate Creations Network, Inc
801 US. HWY-1
North Palm Beach, FL 34408

II. Designation of Applicant's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named above to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief.

Applicant's Agent: Gary Hunter and Darrin Taylor with Holtzman Vogel
Address: 119 S. Monroe St., Ste 500, Tall., FL 32301
Contact Person: Gary Hunter Telephone No.: 850-567-5763

III. Notice to Owner.

A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.

B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.) Obtaining a Planned Unit Development Amendment and any associated approvals.

IV. Acknowledgement.

Individual

_____
Signature
Print
Name:_____
Address:_____
_____
Phone No.:_____

✓Corporation

407 Capital Circle, LLC
Print Corporation Name
By:_____
Signature
Print
Name: Denver Beck
Its: Mgr
Address: 2303 SE 17th St. Suite 201 Ocala, FL 34471
_____
Phone No.: (352) 396-1000

Partnership

_____
Print Partnership Name
By:_____
Signature
Print
Name:_____
Its:_____
Address:_____
_____
Phone No. :_____

Please use appropriate notary block.

STATE OF Florida
COUNTY OF Marion

Individual

Before me, this _____ day of _____, 20___, personally appeared _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

Personally known ✓; or
Produced identification _____.
Type of identification produced:
_____

✓Corporation

Before me, this 27 day of 7, 2023 personally appeared Denver Beck of 407 Capital Circle, LLC, a LLC **corporation**, on behalf of the corporation, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

Partnership

Before me, this _____ day of _____, 20___, personally appeared _____, partner/agent on behalf of _____, a **partnership**, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

_____
Signature of Notary
Print Name: Wendy Scott
Notary Public

(NOTARY STAMP)

My commission expires:
7/12/25

WENDY SCOTT
Commission # HH 152706
Expires July 12, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

CITY OF TALLAHASSEE

TALLAHASSEE - LEON COUNTY PLANNING DEPARTMENT

APPLICANT'S AFFIDAVIT OF OWNERSHIP & DESIGNATION OF AGENT

LEON COUNTY

I. Ownership.

I, NATHAN H. BOCOCK, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) 212 920 603 0000 and 212 920 604 0000

Location address: 377 Capital Circle Southwest

for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of:

377 CCSW, LLC

Please complete the appropriate section below:

☐ **Individual**

☐ **Corporation**
Provide Names of Officers:

☑ **Partnership**
Provide Names of General Partners:

NHB HOLDINGS, LLC - NATHAN BOCOCK
BRYAN FELDMAN
REBECCA FELDMAN

Dept. of State Registration No.:

Name/Address of Registered Agent:

II. Designation of Applicant's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named above to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief.

Applicant's Agent: Gary Hunter and Darrin Taylor with Holtzman Vogel

Address: 119 S. Monroe St., Ste 500, Tall., FL 32301

Contact Person: Gary Hunter Telephone No.: 850-567-5763

III. Notice to Owner.

A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.

B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.) Obtaining a Planned Unit Development Amendment and any associated approvals, per Section 2 of the executed lease dated April 28, 2023 between 377CCSW and Optimum RV FL North, LLC.

IV. Acknowledgement.

☐ **Individual**

_____
Signature
Print
Name:_____
Address:_____
_____
Phone No.:_____

☐ **Corporation**

_____
Print Corporation Name

By:_____
Signature
Print
Name:_____
Its:_____
Address:_____
_____
Phone No.:_____

☑ **Partnership**

377 CCSW, LLC
Print Partnership Name

By: _____
Signature
Print
Name: Nathan H. Bocock
Its: Member
Address: 107 Sandra Ave
Greenville SC 29611
Phone No.: 803-876-9588

Please use appropriate notary block.

STATE OF southcarolina
COUNTY OF richland

☐ **Individual**

Before me, this _____ day of _____, 20___, personally appeared _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

Personally known X; or
Produced identification _____.
Type of identification produced:
_____

☐ **Corporation**

Before me, this _____ day of _____, 20___, personally appeared _____ of _____, a _____ **corporation**, on behalf of the corporation, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

☑ **Partnership**

Before me, this 31st day of July, 2023, personally appeared Nathan Bocock, partner/agent on behalf of 377 CCSW, LLC., a **partnership**, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

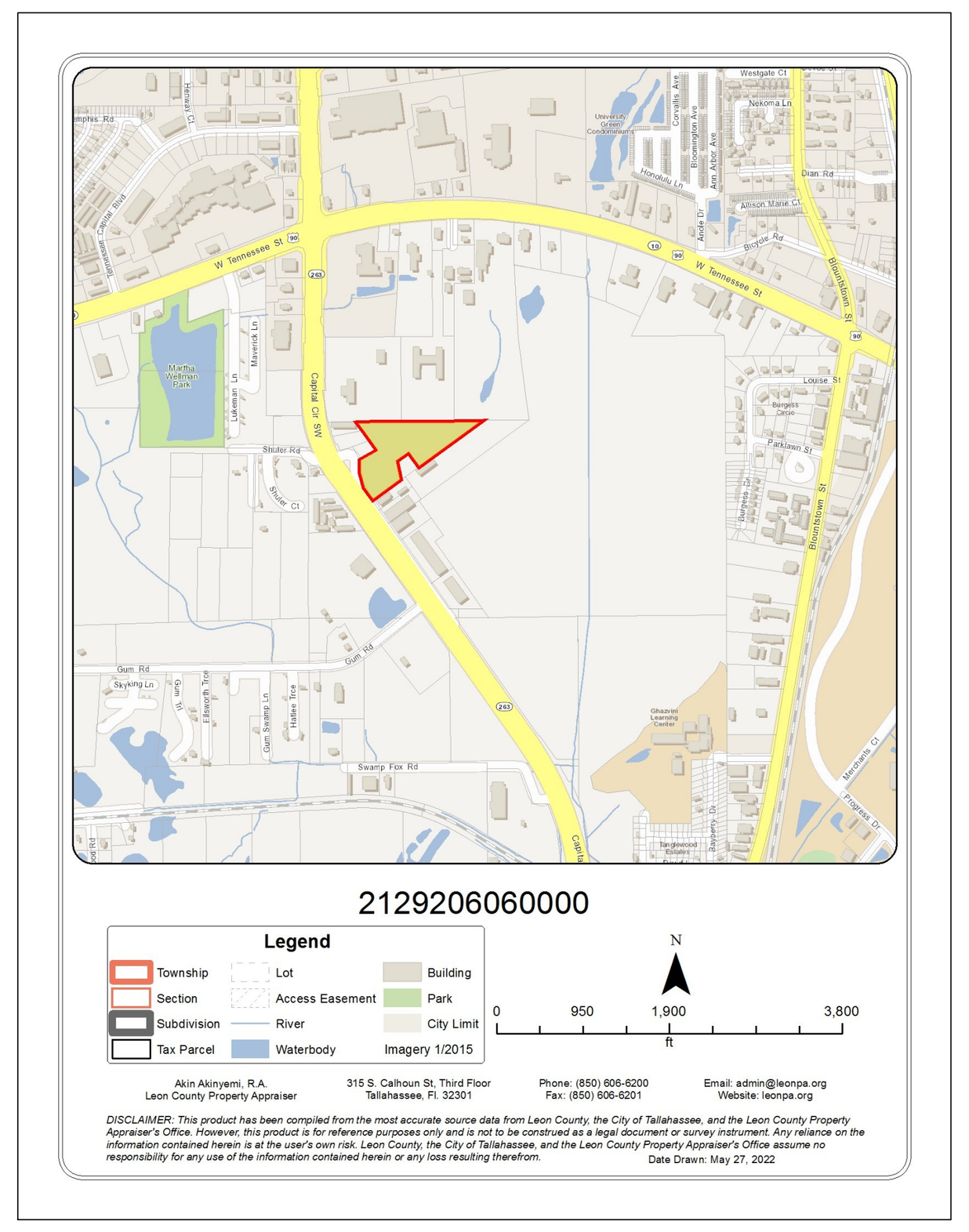
Clara A. Castles
Signature of Notary

Print Name: Clara S. Castles
Notary Public

(NOTARY STAMP)

My commission expires: 12/31/2030

Clara S Castles
NOTARY PUBLIC
State of South Carolina
My Commission Expires 12/31/2030



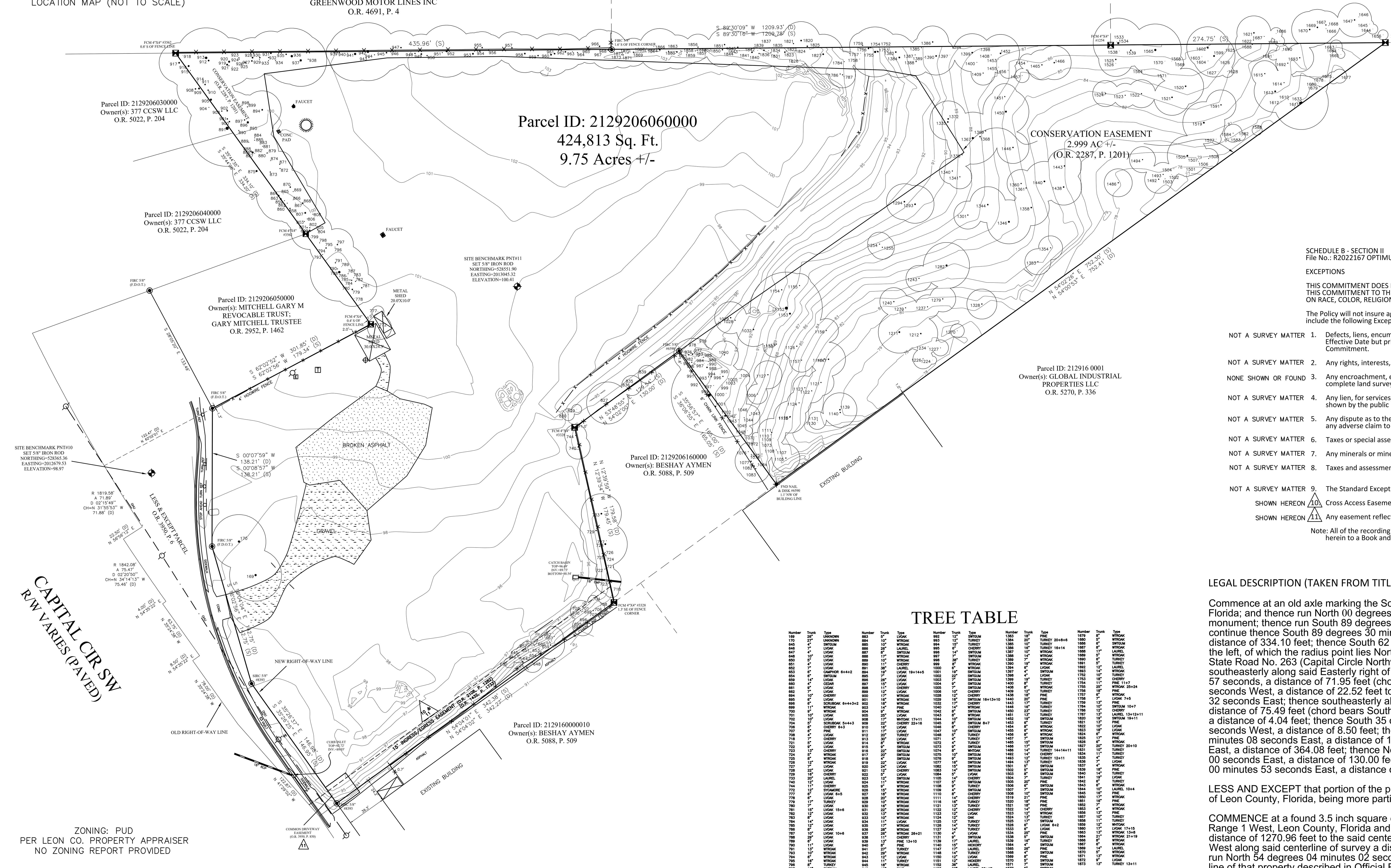
LOCATION MAP (NOT TO SCALE)

ALTA / NSPS LAND TITLE & TOPOGRAPHIC SURVEY

407 CAPITAL CIR SW
LEON COUNTY, FL 32303

SURVEYOR'S NOTES:

1. HORIZONTAL LOCATION IS BASED ON STATE PLANE COORDINATES, FLORIDA NORTH PROJECTION, NAD83 DATUM. THE ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88 VERTICAL DATUM ESTABLISHED FROM FDOT RECORDED CONTROL POINTS '55-00-C07H' & '55-00-C17H'.
2. NO UNDERGROUND UTILITIES WERE PHYSICALLY LOCATED DURING THIS SURVEY EFFORT. UTILITIES SHOWN HEREON PER MAPS PROVIDED BY UTILITY OWNERS IN RESPONSE TO SUNSHINE ONE CALL DESIGN TICKET #167204152, DATED 06/16/22. THERE MAY BE SUBSURFACE UTILITIES WITHIN THIS SITE THAT ARE NOT SHOWN.
3. ALL MEASUREMENT ARE IN U.S. SURVEY FEET.
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR.
5. THIS SURVEY IS BASED ON THE INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3419, PAGE 1098 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND THE ABOVE-MENTIONED TITLE COMPANY.
6. THE BOUNDARIES SHOWN HEREON ARE BASED ON EXISTING MONUMENTATION.
7. THIS PROPERTY LIES IN FLOOD ZONE 'X', AS PER FLOOD INSURANCE MAP PANEL NO. 12073C0278F, EFFECTIVE 8/18/2009.



ZONING: PUD
PER LEON CO. PROPERTY APPRAISER
NO ZONING REPORT PROVIDED

0 60 120 180

SCHEDULE B - SECTION II (**Klein & Klein, LLC**) EFFECTIVE DATE: MAY 22, 2022 @ 8:00 AM
File No.: R2022167 OPTIMUM

EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

NOT A SURVEY MATTER	1.	Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
NOT A SURVEY MATTER	2.	Any rights, interests, or claims of parties in possession of the land not shown by the public records
NONE SHOWN OR FOUND	3.	Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
NOT A SURVEY MATTER	4.	Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
NOT A SURVEY MATTER	5.	Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
NOT A SURVEY MATTER	6.	Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
NOT A SURVEY MATTER	7.	Any minerals or mineral rights leased, granted or retained by current or prior owners.
NOT A SURVEY MATTER	8.	Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.
NOT A SURVEY MATTER	9.	The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.
SHOWN HEREON	10.	Cross Access Easement Agreement recorded in Book 3950, Page 846.
SHOWN HEREON	11.	Any easement reflected in instrument recorded March 26, 1998, in Book 2108, Page 1282.

Note: All of the recording information contained herein refers to the Public Records of LEON County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

LEGAL DESCRIPTION (TAKEN FROM TITLE POLICY SCHEDULE A, FILE NO:R2022167 OPTIMUM)

Commence at an old axle marking the Southeast corner of the Southwest Quarter of Section 29, Township 1 North, Range 1 West, Leon County, Florida; and thence run North 00 degrees 21 minutes 03 seconds West along the East boundary of said Southwest Quarter 1867.01 feet to a concrete monument; thence run South 89 degrees 30 minutes 09 seconds West 995.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 89 degrees 30 minutes 09 seconds West, a distance of 1,209.93 feet; thence South 35 degrees 44 minutes 35 seconds East, a distance of 334.10 feet; thence South 62 degrees 02 minutes 52 seconds West, a distance of 301.85 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 59 degrees 12 minutes 03 seconds East, said point also being on the new Easterly right of way boundary of State Road No. 263 (Capital Circle Northwest) per the Florida Department of Transportation Right of Way Map (Financial Project No. 2197221) thence southeasterly along said Easterly right of way boundary and said arc having a radius of 1819.57 feet, through a central angle of 02 degrees 15 minutes 57 seconds, a distance of 71.95 feet (chord bears S 31 degrees 55 minutes 56 seconds East, 71.95 feet); thence South 56 degrees 58 minutes 49 seconds West, a distance of 22.52 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 56 degrees 53 minutes 32 seconds East; thence southeasterly along the arc having a radius of 1842.07 feet, through a central angle of 02 degrees 20 minutes 53 seconds, a distance of 75.49 feet (chord bears South 34 degrees 16 minutes 54 seconds East, 75.49 feet); thence South 54 degrees 19 minutes 47 seconds West, a distance of 4.04 feet; thence South 35 degrees 24 minutes 39 seconds East, a distance of 63.75 feet; thence South 54 degrees 35 minutes 21 seconds West, a distance of 8.50 feet; thence South 35 degrees 24 minutes 39 seconds East, a distance 78.00 feet; thence South 41 degrees 29 minutes 08 seconds East, a distance of 122.84 feet; thence leaving said Easterly right of way boundary run North 54 degrees 04 minutes 31 seconds East, a distance of 364.08 feet; thence North 12 degrees 39 minutes 59 seconds West, a distance of 179.58 feet; thence North 54 degrees 02 minutes 00 seconds East, a distance of 130.00 feet; thence South 35 degrees 56 minutes 57 seconds East, a distance of 165.00 feet; thence North 54 degrees 00 minutes 53 seconds East, a distance of 752.41 feet to the POINT OF BEGINNING.

LESS AND EXCEPT that portion of the property described in Right of Way deed recorded in Official Records Book 3950, Page 6 of the Public Records of Leon County, Florida, being more particularly described as follows:

COMMENCE at a found 3.5 inch square concrete monument with the top broken, marking the Southwest corner of Section 29, Township 1 North, Range 1 West, Leon County, Florida and run thence North 89 degrees 50 minutes 06 seconds East along the southerly line of said Section 29 for a distance of 1270.96 feet to the said centerline of survey for State Road 263 (Capital Circle N.W.); thence run North 35 degrees 26 minutes 37 seconds West along said centerline of survey a distance of 1287.01 feet to said centerline of survey station 172+74.52; thence leaving said centerline of survey run North 54 degrees 04 minutes 02 seconds East a distance of 69.72 feet to the existing northeasterly right of way of State Road 263 and the southerly line of that property described in Official Records Book 2108, Page 1282 of the Public Records of Leon County, Florida; said point being the POINT OF BEGINNING. From said POINT OF BEGINNING thence run along said northeasterly right of way line of S.R. 263 and the westerly boundary line of said parcel North 41 degrees 29 minutes 02 seconds West a distance of 122.87 feet; thence North 35 degrees 24 minutes 38 seconds West a distance of 78.00 feet; thence North 54 degrees 35 minutes 22 seconds East a distance of 8.50 feet to a point; thence North 35 degrees 24 minutes 38 seconds West a distance of 63.75 feet; thence North 54 degrees 35 minutes 22 seconds East a distance of 4.00 feet to a point; thence along a curve concave northeasterly with a central angle of 02 degrees 20 minutes 50 seconds with a radius of 1842.08 feet for an arc distance of 75.47 feet (chord of said curve bears North 34 degrees 14 minutes 13 seconds West 75.46 feet) to a point; thence North 56 degrees 56 minutes 12 seconds East a distance of 22.50 feet to a point; thence along a curve concave northeasterly with a central angle of 02 degrees 15 minutes 49 seconds with a radius of 1819.58 feet for an arc distance of 71.89 feet (chord of said curve bears North 31 degrees 55 minutes 53 seconds West 71.88 feet) to a Point; thence leaving said right of way of run along the northerly boundary line of said parcel North 62 degrees 02 minutes 01 seconds East a distance of 122.47 feet to a point; thence leaving said northerly boundary line of said parcel run South 00 degrees 07 minutes 59 seconds West a distance of 138.21 feet to a point; thence South 16 degrees 04 minutes 04 seconds East a distance of 142.75 feet to a point; thence South 35 degrees 26 minutes 37 seconds East a distance of 146.98 feet to a point on the southerly line of said parcel; thence along the southerly line of said parcel; South 54 degrees 04 minutes 02 seconds West a distance of 21.78 feet to a point; said point being the POINT OF BEGINNING.

TREE TABLE

Number	Trunk	Type	Number	Trunk	Type	Number	Trunk	Type	Number	Trunk	Type	Number	Trunk	Type
169	26"	UNKNOWN	883	5"	LVOAK	992	12"	SWTGUM	1383	18"	PINE	1679	8"	WTROAK
170	27"	UNKNOWN	884	10"	WTROAK	993	12"	TURKEY	1384	20"	TURKEY 20+8+6	1680	5"	WTROAK
645	4"	SWTGUM	885	10"	WTROAK	994	15"	TURKEY	1385	10"	TURKEY	1686	6"	SWTGUM
646	7"	LVOAK	886	26"	LAUREL	995	6"	CHERRY	1386	16"	TURKEY 16+14	1687	8"	WTROAK
647	4"	LVOAK	887	8"	SWTGUM	996	14"	SWTGUM	1387	10"	WTROAK	1688	17"	LAUREL
648	10"	LVOAK	888	17"	WTROAK	997	7"	SWTGUM	1388	14"	WTROAK	1689	5"	WTROAK
650	5"	LVOAK	889	10"	WTROAK	998	38"	TURKEY	1389	7"	WTROAK	1690	6"	TURKEY
651	4"	LVOAK	890	11"	CHERRY	999	8"	WTROAK	1390	19"	WTROAK	1691	5"	TURKEY
652	7"	LVOAK	891	38"	LAUREL	1000	6"	WTROAK	1394	6"	LVOAK	1692	12"	LAUREL
653	6"	CAMPHOR 6+4+2	894	19"	LVOAK 19+14+5	1001	19"	SWTGUM	1397	4"	SWTGUM	1693	14"	WTROAK
654	6"	SWTGUM	895	7"	LVOAK	1002	22"	SWTGUM	1398	4"	LVOAK	1752	10"	TURKEY
659	14"	LVOAK	896	26"	LVOAK	1003	7"	SWTGUM	1399	19"	TURKEY	1753	18"	CHERRY
660	4"	CEDAR	897	15"	LVOAK	1004	9"	SWTGUM	1400	8"	TURKEY	1754	11"	PINE 11+7
661	9"	LVOAK	898	11"	CHERRY	1005	7"	SWTGUM	1408	8"	WTROAK	1755	25"	WTROAK 25+24
662	7"	LVOAK	899	12"	LVOAK	1006	10"	CHERRY	1409	12"	TURKEY	1756	18"	PINE
694	10"	CHERRY	900	17"	WTROAK	1028	12"	CHERRY	1438	18"	PINE	1757	6"	WTROAK
695	6"	LVOAK	901	16"	WTROAK	1029	16"	SWTGUM 16+13+10	1440	20"	PINE	1758	7"	LVOAK 7+5
696	6"	SCRUBOAK 6+4+3+2	902	18"	WTROAK	1032	17"	CHERRY	1443	17"	TURKEY	1759	13"	PINE
699	11"	WTROAK	903	14"	PINE	1040	14"	WTROAK	1446	16"	TURKEY	1784	10"	SWTGUM 10+7
700	9"	WTROAK	904	9"	WTROAK	1042	8"	SWTGUM	1450	23"	TURKEY	1786	12"	CHERRY
701	10"	LVOAK	905	25"	LVOAK	1043	8"	WTROAK	1451	13"	TURKEY	1787	13"	LAUREL 13+12+11
702	10"	LVOAK	908	17"	WHTOAK 17+11	1044	10"	SWTGUM	1452	19"	SWTGUM	1820	19"	SWTGUM 19+11
704	5"	SCRUBOAK 5+4+3	909	22"	CHERRY 22+16	1045	8"	SWTGUM 8+7	1453	6"	TURKEY	1821	13"	PINE
706	6"	CHERRY 6+3	910	16"	LVOAK	1046	8"	CHERRY	1454	8"	WTROAK	1822	10"	LVOAK
707	6"	PINE	911	17"	LVOAK	1047	10"	SWTGUM	1455	6"	WTROAK	1823	18"	LVOAK
708	4"	LVOAK	912	20"	TURKEY	1048	5"	TURKEY	1456	8"	WTROAK	1824	6"	WTROAK
718	7"	CHERRY	913	30"	LVOAK	1071	4"	TURKEY	1457	7"	SWTGUM	1825	17"	PINE
721	5"	LVOAK	914	8"	WTROAK	1072	4"	TURKEY	1465	15"	SWTGUM	1826	6"	WTROAK
722	9"	LVOAK	915	9"	SWTGUM	1073	9"	SWTGUM	1466	17"	SWTGUM	1827	20"	TURKEY 20+10
723	13"	CHERRY	916	22"	SWTGUM	1074	8"	WHTOAK	1486	14"	TURKEY 14+14+11	1831	10"	TURKEY
724	5"	WTROAK	917	20"	SWTGUM	1075	10"	SWTGUM	1492	14"	CHERRY	1834	11"	TURKEY
725	8"	WTROAK	918	4"	SWTGUM	1076	9"	SWTGUM	1493	12"	TURKEY 12+11	1835	4"	TURKEY
726	12"	WTROAK	919	22"	LVOAK	1077	16"	SWTGUM	1494	13"	TURKEY	1836	7"	LVOAK
727	7"	LVOAK	920	24"	LVOAK	1082	15"	SWTGUM	1501	5"	SWTGUM	1837	4"	WTROAK
728	22"	LVOAK	921	12"	CHERRY	1083	14"	SWTGUM	1502	5"	SWTGUM	1839	18"	PINE
729	16"	CHERRY	922	5"	LVOAK	1084	5"	LVOAK	1503	8"	SWTGUM	1840	14"	TURKEY
733	20"	LAUREL	923	12"	SWTGUM	1105	14"	CHERRY	1504	7"	TURKEY	1841	19"	LVOAK
740	12"	LVOAK	924	11"	WTROAK	1107	5"	SWTGUM	1505	20"	PINE	1842	6"	TURKEY
744	11"	CHERRY	925	9"	WTROAK	1108	9"	TURKEY	1506	6"	SWTGUM	1843	6"	WTROAK
772	12"	SYCAMORE	926	15"	WTROAK	1109	4"	SWTGUM	1507	7"	SWTGUM	1844	10"	LAUREL 10+4
777	6"	LVOAK 6+5	927	18"	WTROAK	1110	8"	CHERRY	1508	10"	SWTGUM	1845	16"	PINE
778	6"	LVOAK	928	20"	WTROAK	1111	14"	CHERRY	1519	21"	PINE	1850	17"	WTROAK
779	17"	TURKEY	929	10"	WTROAK	1116	16"	TURKEY	1520	18"	PINE	1851	16"	PINE
780	7"	LVOAK	930	16"	WTROAK	1121	13"	TURKEY	1521	18"	PINE	1852	7"	WTROAK
781	15"	LVOAK 15+6	931	22"	WTROAK	1122	12"	CHERRY	1522	14"	CHERRY	1853	4"	WTROAK
782	12"	LVOAK	932	13"	WTROAK	1123	12"	LVOAK	1523	12"	WTROAK	1856	13"	PINE
783	8"	LVOAK	933	10"	WTROAK	1124	12"	OAK	1524	13"	TURKEY	1857	10"	TURKEY
784	14"	LVOAK	934	11"	LVOAK	1125	13"	TURKEY	1525	17"	SWTGUM	1858	11"	TURKEY
785	12"	LVOAK	935	17"	WTROAK	1126	14"	TURKEY	1526	6"	LVOAK 6+2	1859	12"	WHTOAK
786	8"	LVOAK	936	28"	WTROAK	1127	14"	TURKEY	1533	6"	LVOAK	1860	17"	LVOAK 17+15
787	10"	LVOAK 10+6	937	26"	WTROAK 26+21	1130	4"	LVOAK	1534	25"	PINE	1863	13"	WTROAK 13+8
788	29"	LVOAK	938	11"	CHERRY	1131	9"	SWTGUM	1538	5"	SWTGUM	1864	21"	WTROAK 21+19
789	6"	LVOAK	939	13"	PINE 13+10	1139	17"	LAUREL	1539	16"	TURKEY	1866	8"	WTROAK
790	11"	LVOAK	940	8"	PINE	1140	15"	HICKORY	1564	4"	SWTGUM	1867	6"	WTROAK
791	13"	WTROAK	941	27"	TURKEY	1147	17"	LAUREL	1565	26"	PINE	1869	14"	LAUREL
793	10"	WTROAK	942	29"	WTROAK	1148	14"	TURKEY	1568	4"	SWTGUM	1870	5"	WTROAK
794	6"	WTROAK	943	12"	LVOAK	1150	12"	LVOAK	1569	8"	PINE	1871	13"	WTROAK
795	16"	WTROAK	944	11"	TURKEY	1151	12"	HICKERY	1570	5"	SWTGUM	1872	9"	LVOAK
796	8"	TURKEY	945	18"	WTROAK	1152	36"	LAUREL	1571	7"	SWTGUM	1873	13"	TURKEY 13+11
797	16"	SWTGUM	946	15"	PINE	1153	23"	LAUREL 23+17	1577	5"	SWTGUM			
798	10"	WTROAK	947	17"	PINE	1154	14"	SWTGUM	1582	4"	SWTGUM			
799	4"	WTROAK	948	15"	WTROAK	1155	12"	TURKEY 12+8	1583	5"	SWTGUM			
800	19"	WTROAK	949	20"	WTROAK	1156	12"	CHERRY	1584	9"	TURKEY			
801	13"	WTROAK	950	14"	WTROAK	1157	12"	TURKEY 12+6	1588	5"	SWTGUM			
802	12"	WTROAK	951	11"	CHERRY	1211	21"	CHERRY	1591	15"	TURKEY			
803	10"	WTROAK	952	26"	WTROAK	1212	17"	HICKORY 17+11	1599	21"	PINE			
804	14"	TURKEY	953	21"	WTROAK	1224	4"	WTROAK	1602	21"	TURKEY			
805	9"	TURKEY	954	19"	PINE	1226	10"	WTROAK 10+6	1603	6"	TURKEY			
806	9"	LAUREL	955	16"	PINE	1227	8"	TURKEY 8+6	1604	7"	TURKEY			
807	21"	WTROAK	956	16"	WTROAK	1234	7"	TURKEY 7+5	1610	9"	SWTGUM			
808	11"	LAUREL	957	16"	PINE	1237	12"	TURKEY	1611	26"	SWTGUM			
827	21"	WTROAK 21+16	958	19"	TURKEY 19+17	1239	12"	TURKEY	1612	6"	SWTGUM			
829	5"	LVOAK	959	17"	LVOAK	1240	14"	SWTGUM 14+11	1613	21"	TURKEY			
830	6"	LVOAK	960	21"	LVOAK	1243	13"	TURKEY	1614	11"	TURKEY			
835	5"	MULLBERRY	961	19"	LVOAK	1254	12"	CHERRY	1615	13"	CHERRY			
836	10"	MULLBERRY 10+8+5	962	18"	LAUREL	1255	12"	CHERRY	1621	17"	WTROAK			
839	9"	MULLBERRY 9+8+7+6	963	8"	TURKEY	1270	7"	LVOAK	1622	11"	CHERRY			
858	15"	WTROAK	964	12"	WTROAK	1279	13"	TURKEY	1625	4"	CHERRY			
859	10"	TURKEY	965	14"	CHERRY	1282	23"	PINE	1626	6"	LVOAK			
860	7"	TURKEY	966	17"	LVOAK	1293	19"	PINE	1627	5"	WTROAK			
862	10"	WTROAK	967	6"	PINE	1294	18"	PINE	1628	6"	WTROAK			
863	22"	PINE	968	19"	LAUREL	1301	14"	LAUREL	1633	27"	TURKEY 27+22			
864	22"	WTROAK	975	15"	CHERRY	1328	15"	WTROAK	1644	5"	TURKEY			
865	6"	WTROAK	976	16"	WTROAK	1335	18"	CHERRY	1645	4"	LVOAK			
866	7"	WTROAK	977	12"	WTROAK	1336	12"	CHERRY 12+10	1646	6"	LVOAK			
867	6"	WTROAK	978	5"	WTROAK	1340	13"	WTROAK	1647	17"	PECAN			
868	18"	CHERRY	979	4"	WTROAK	1341	12"	CHERRY	1656	5"	SWTGUM			
869	9"	HICKORY	981	13"	WTROAK	1344	18"	PINE	1663	6"	TURKEY			
870	17"	CHERRY 17+14	982	9"	WTROAK	1346	22"	PINE	1664	4"	TURKEY			
871	13"	HICKORY 13+10	983	9"	WTROAK	1353	13"	TURKEY	1665	4"	TURKEY			
872	12"	CHERRY	984	5"	WTROAK	1354	12"	SWTGUM	1666	7"	MAPLE			
873	12"	LVOAK	985	11"	WTROAK 11+9	1358	18"	PINE	1667	14"	WTROAK			
874	9"	UNKNOWN	986	12"	SWTGUM	1360	14"	TURKEY	1668	7"	TURKEY			
875	24"	WTROAK	987	4"	WTROAK	1361	14"	CHERRY	1669	18"	TURKEY			
879	11"	WTROAK	988	17"	TURKEY	1367	26"	TURKEY	1670	18"	TURKEY 18+17			
880	9"	WTROAK	989	8"	TURKEY	1368	17"	TURKEY	1675	6"	SWTGUM			
881	9"	WTROAK	990	6"	CHERRY	1369	13"	SWTGUM	1677	7"	SWTGUM			
882	6"	CHERRY	991	8"	SWTGUM	1372	18"	CHERRY	1678	5"	TURKEY			

SYMBOLS LEGEND

These standard symbols will be found in the drawing.

- Found Nail & Disk
- Found Concrete Monument
- Found Iron Rod & Cap
- Light Pole
- Cleanout
- Wooden Power Pole
- Electric Box
- Telephone Pedestal
- Single Support Sign
- Water Meter
- Tree Location With Number (See Tree Table)

LEGEND:

AC.	- ACRES	I.R.	- IRON ROD	P.T.	- POINT OF TANGENCY
BLDG.	- BUILDING	MON.	- MONUMENT	R	- RADIUS
BLVD.	- BOULEVARD	N	- NORTH	RCP	- REINFORCED CONCRETE PIPE
B.M.	- BENCHMARK	NE	- NORTHEAST	RNG.	- RANGE
BRG.	- BEARING	NGVD	- NATIONAL GEODETIC VERTICAL DATUM	RD.	- ROAD
C.G.	- CURB and GUTTER	NO.	- NUMBER	R/W	- RIGHT OF WAY
C.M.	- CONCRETE MONUMENT	N&C	- NAIL and CAP	(S)	- SURVEY INFORMATION
CMP.	- CORRUGATED METAL PIPE	NW	- NORTHWEST	SEC.	- SECTION
CO.	- COUNTY	OHU	- OVERHEAD UTILITIES	S.R.	- STATE ROAD
CONC.	- CONCRETE	(P)	- PLAT INFORMATION	S.S.	- SANITARY SEWER
(D)	- DEED / DESIGN INFORMATION	P.C.	- POINT OF CURVATURE	ST.	- STREET
E	- EAST	P.C.C.	- POINT OF COMPOUND CURVATURE	STA.	- STATION
ELEV.	- ELEVATION	P.C.P.	- PERMANENT CONTROL POINT	TWN.	- TOWNSHIP
F.F.E.	- FINISHED FLOOR ELEVATION	P.I.	- POINT OF INTERSECTION	TBM	- TEMPORARY BENCHMARK
F.HYD.	- FIRE HYDRANT	P.O.B.	- POINT OF BEGINNING	T.C.	- TERRA COTTA
Fnd.	- FOUND	P.O.C.	- POINT OF COMMENCEMENT	TELE.	- TELEPHONE
FT.	- FEET	P.R.C.	- POINT OF REVERSE CURVE	USGS	- U.S. GEOLOGICAL SURVEY
I.P.	- IRON PIPE	PRM	- PERMANENT REFERENCE MONUMENT	W	- WEST

S. Stinson & Associates, Inc.
147 JOHNNY RD. LAMONT, FL. 32336
LB-8393 (850) 509-3116

REVISION | DATE

DATE OF SURVEY: 6/23/22
JOB NO: 22086 | SCALE: 1" = 60'
DRAWN BY: E.CAMPBELL
CHECKED BY: S.STINSON

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-6a, 7a-7b1, 8-9, 11a, 13, & 16-20.

STEVEN W. STINSON
PROFESSIONAL SURVEYOR and MAPPER
FLORIDA CERTIFICATE No. 5457
LICENSED BUSINESS No. 8393
DATE

CERTIFIED TO:
OPTIMUM LAND HOLDINGS, LLC, a Florida limited liability company
M OF TALLAHASSEE, INC., a Florida corporation
KLEIN & KLEIN, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY

SHEET NO.
1 OF 1

LEGEND

	(AB)	AS-BUILT
	A/C	AIR CONDITIONER
	ACSM	AMERICAN CONGRESS ON SURVEYING & MAPPING
	ALTA	AMERICAN LAND TITLE ASSOCIATION
	BB	BASKET BALL
BFP	BFP	BACKFLOW PREVENTER
	BM	BENCH MARK
	(C)	CALCULATED DATA
	℄	CENTER LINE
	Δ	CENTRAL ANGLE
	CH	CHORD BEARING & DISTANCE
	CLF	CHAIN LINK FENCE
	CMP	CORRUGATED METAL PIPE
	CO	CLEAN OUT
	COMM	COMMUNICATIONS
	CONC	CONCRETE
	COT	CITY OF TALLAHASSEE
	CPED	CABLE PEDESTAL
	(D)	DEED INFORMATION
	D.E.P.	DEPARTMENT OF ENVIRONMENTAL PROTECTION
	EB	ELECTRIC BOX
	ECAB	ELECTRIC CABINET
	EL	ELEVATION
	ELEC.	ELECTRIC
	EM	ELECTRIC METER
EMH	EMH	ELECTRIC MANHOLE
	FCM	FOUND CONCRETE MONUMENT 4"x4"
	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
	FFE	FINISH FLOOR ELEVATION
	FH	FIRE HYDRANT
	FIP	FOUND IRON PIPE
	FIR	FOUND IRON ROD
	FNC	FOUND NAIL & CAP
	FNTN	FOUNTAIN
	FOWP	FIBER OPTIC WITNESS POST
	FPP	FOUND PINCH PIPE
	FRR	FOUND RAILROAD IRON (NO ID)
	FTCM	FOUND TERRA COTTA MONUMENT
	GA	GUY ANCHOR
	GLWP	GAS LINE WITNESS POST
	GPS	GLOBAL POSITIONING SYSTEM
GTMH	GTMH	GREASE TRAP MANHOLE
	GV	GAS VALVE
	HDPE	HIGH DENSITY POLYETHYLENE
	H.O.A.	HOME OWNERS ASSOCIATION
	ICV	IRRIGATION CONTROL VALVE
	INV	INVERT ELEVATION
	L	LENGTH
	LB	LICENSED BUSINESS
	LF	LINEAR FEET
	LP	LIGHT POLE
	LSA	LANDSCAPE AREA
	MB	MAIL BOX
	MES	MITERED END STRUCTURE
	NAD	NORTH AMERICAN DATUM, 1983
	NAVD	NORTH AMERICAN VERTICAL DATUM, 1988
	NGS	NATIONAL GEODETIC SURVEY
	NGVD	NATIONAL GEODETIC VERTICAL DATUM, 1929
	NO.	NUMBER
	NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
	O/A	OVERALL
	OHW	OVERHEAD WIRE
	ORB	OFFICIAL RECORDS BOOK
	(P)	PLATTED DATA
	PB	PLAT BOOK
	PC	POINT OF CURVE
	PCC	POINT OF COMPOUND CURVE
	PCP	PERMANENT CONTROL POINT
	PES	POOLE ENGINEERING & SURVEYING
	PG	PAGE
	PI	POINT OF INTERSECTION
	POB	POINT OF BEGINNING
	POC	POINT OF COMMENCEMENT
	POT	POINT OF TANGENT
	PRC	POINT OF REVERSE CURVE
	PRM	PERMANENT REFERENCE MONUMENT
	PT	POINT OF TANGENCY
	PVC	POLYVINYL CHLORIDE
	R	RADIUS
	R/___	RANGE
	RCP	REINFORCED CONCRETE PIPE
	RE	REAL ESTATE PARCEL
REF.PT	REF.PT	REFERENCE POINT LB NO. 6745
RR	RR	RAILROAD
RTK	RTK	REAL TIME KINEMATIC
R/W	R/W	RIGHT-OF-WAY
(S)	(S)	SURVEY INFORMATION
SCM	SCM	SET CONCRETE MONUMENT LB NO. 6745 (4"x4")
SCO	SCO	SANITARY CLEAN OUT
SDMH	SDMH	STORM DRAIN MANHOLE
SDR	SDR	STANDARD DIMENSION RATIO PIPE (PVC)
SEC.	SEC.	SECTION
SG	SG	STORM GRATE
	SIGN	SIGN
SIRC	SIRC	SET IRON ROD & CAP LB NO. 6745 (5/8")
SLWP	SLWP	SEWER LINE WITNESS POST
SNC	SNC	SET NAIL & CAP LB NO. 6745
SR	SR	STATE ROAD
SRD	SRD	STATE ROAD DEPARTMENT
SRF	SRF	SPLIT RAIL WOOD FENCE
SSMH	SSMH	SANITARY SEWER MANHOLE
STA	STA	STATION
T___	T___	TOWNSHIP
TBM	TBM	TEMPORARY BENCH MARK
T.C.	T.C.	TERRA COTTA
T.E.C.	T.E.C.	TALQUIN ELECTRIC COOPERATIVE
TELE	TELE	TELEPHONE
TEMH	TEMH	TELEPHONE MANHOLE
TITF	TITF	TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
TOB	TOB	TOP OF BANK
TOE	TOE	TOE OF SLOPE
TPED	TPED	TELEPHONE PEDESTAL
TSCB	TSCB	TRAFFIC SIGNAL CONTROL BOX
TX	TX	TRANSFORMER PAD
(TYP)	(TYP)	TYPICAL
UP	UP	UTILITY POLE
UPL	UPL	UTILITY POLE WITH LIGHT
VLT	VLT	VAULT
WDF	WDF	WOOD FENCE
WIT.PT	WIT.PT	WITNESS POINT LB NO. 6745
WLWP	WLWP	WATER LINE WITNESS POST
WM	WM	WATER METER
WPED	WPED	WIFI PEDESTAL
WRF	WRF	WIRE FENCE
WV	WV	WATER VALVE
YD	YD	YARD DRAIN
		YARD SPOTLIGHT
COM	COM	UNDERGROUND COMMUNICATIONS
E	E	UNDERGROUND ELECTRIC/POWER
FO	FO	UNDERGROUND FIBER OPTIC
G	G	UNDERGROUND GAS
OHW	OHW	OVERHEAD WIRES
SAN	SAN	UNDERGROUND SANITARY PIPES
SL	SL	UNDERGROUND STREET LIGHTS WIRE
		UNDERGROUND STORM DRAIN PIPES
T	T	UNDERGROUND TELEPHONE LINES
UNK	UNK	UNDERGROUND UNKNOWN LINES
WM	WM	UNDERGROUND WATER LINES

TREE LEGEND

LVK	LIVE OAK
BPT	BRADFORD PEAR TREE

LEGAL DESCRIPTION: (ORB 5022, PAGE 204, LEON COUNTY RECORDS)

TRACT 1

COMMENCE AT AN OLD AXLE MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AND THEN RUN NORTH 00 DEGREES 21 MINUTES 03 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID SOUTHWEST QUARTER 1867.01 FEET TO A CONCRETE MONUMENT, THEN RUN SOUTH 89 DEGREES 30 MINUTES 09 SECONDS WEST 2204.80 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 89 DEGREES 30 MINUTES 09 SECONDS WEST 295.00 FEET TO A CONCRETE MONUMENT ON THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. S-263 (CAPITAL CIRCLE), THEN RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1860.08 FEET FOR AN ARC DISTANCE OF 156.55 FEET (CHORD SOUTH 18 DEGREES 38 MINUTES 08 SECONDS EAST 156.50 FEET) THEN RUN NORTH 78 DEGREES 57 MINUTES 29 SECONDS EAST 315.84 FEET, THEN RUN NORTH 35 DEGREES 44 MINUTES 04 SECONDS WEST 111.32 FEET TO THE POINT OF BEGINNING.

TRACT 2

COMMENCE AT AN OLD AXLE MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AND THEN RUN NORTH 00 DEGREES 21 MINUTES 03 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID SOUTHWEST QUARTER 1867.01 FEET TO A CONCRETE MONUMENT, THEN RUN SOUTH 89 DEGREES 30 MINUTES 09 SECONDS WEST 2204.80 FEET, THEN RUN SOUTH 35 DEGREES 44 MINUTES 04 SECONDS EAST 111.32 FEET TO THE POINT OF BEGINNING.FROM SAID POINT OF BEGINNING RUN SOUTH 78 DEGREES 57 MINUTES 29 SECONDS WEST 315.84 FEET TO A CONCRETE MONUMENT ON THE EASTERLY RIGHT OF WAY OF STATE ROAD NO S-263 (CAPITAL CIRCLE), THEN RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1860.08 FEET FOR AN ARC DISTANCE OF 156.54 FEET (CHORD SOUTH 23 DEGREES 25 MINUTES 49 SECONDS EAST 156.49 FEET), THEN RUN NORTH 70 DEGREES 01 MINUTES 11 SECONDS EAST 332.81 FEE, THEN RUN NORTH 35 DEGREES 44 MINUTES 04 SECONDS WEST 111.32 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT CERTAIN ORDER OF TAKING RECORDED IN BOOK 3208, PAGE 2076, LEON COUNTY, FLORIDA.

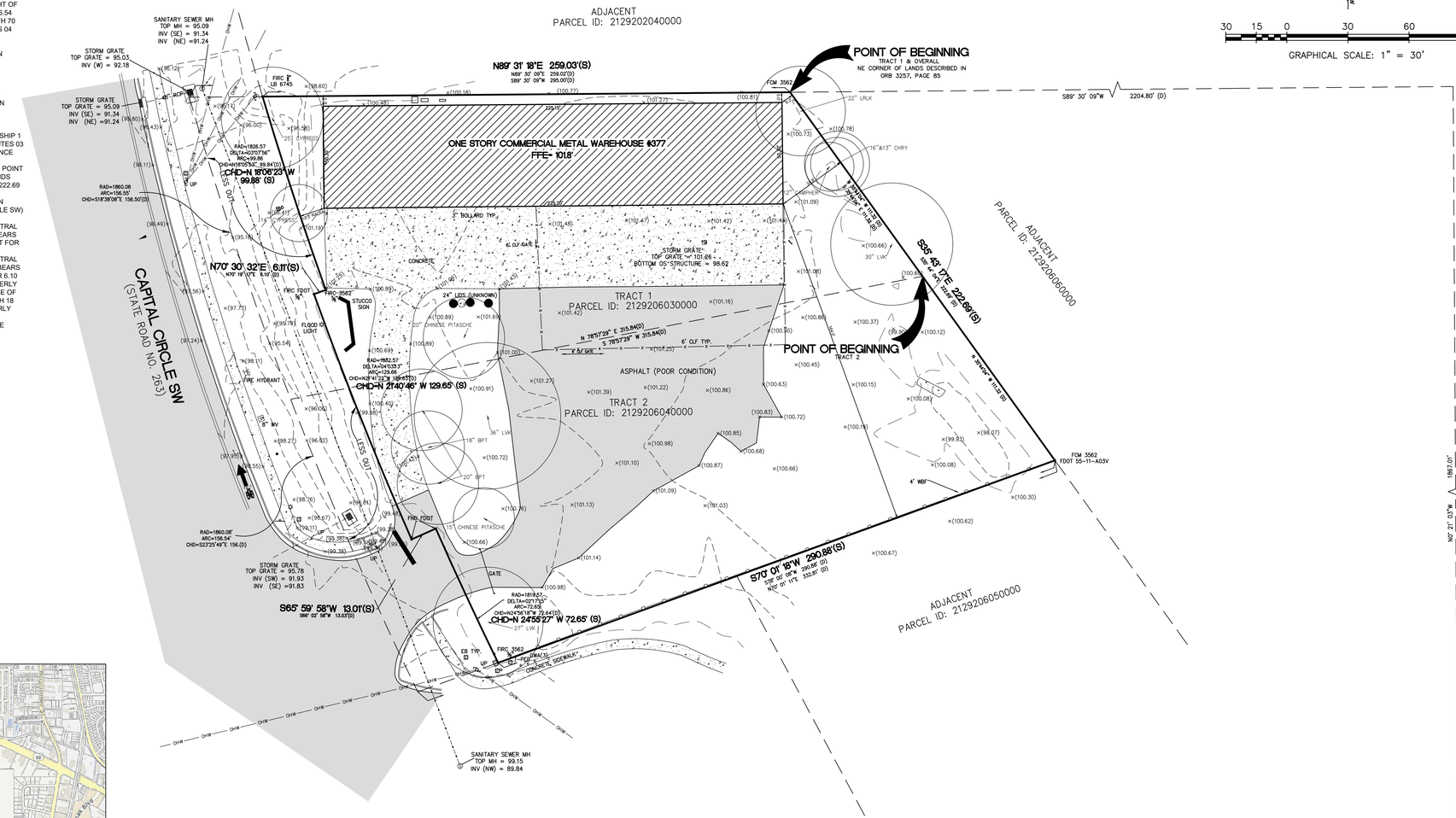
MORE ACCURATELY DESCRIBED BY RECENT SURVEY AS FOLLOWS:

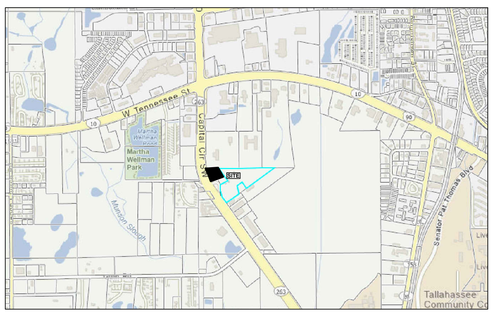
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, AND ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 85, PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AND THENCE RUN NORTH 00 DEGREES 21 MINUTES 03 SECONDS WEST, ALONG THE EAST BOUNDARY OF SAID SOUTHWEST 1/4 FOR 1867.01 FEET; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 09 SECONDS WEST FOR 2204.80 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 85 AND THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN SOUTH35 DEGREES 44 MINUTES 04 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID OFFICIAL RECORDS BOOK 3257, PAGE 85 FOR 222.69 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN SOUTH 70 DEGREES 00 MINUTES 08 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF LAST SAID LANDS FOR 290.88 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 263 (CAPITAL CIRCLE SW) AND BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 1819.57 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 17 MINUTES 15 SECONDS FOR AN ARC LENGTH OF 72.65 FEET (CHORD BEARS NORTH 24 DEGREES 56 MINUTES 18 SECONDS WEST, 72.64 FEET); THENCE SOUTH 66°02'58" WEST FOR 13.03 FEET TO A NON-TANGENT CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 1832.57 FEET, THROUGH A CENTRAL ANGLE OF 04 DEGREES 03 MINUTES 13 SECONDS FOR AN ARC LENGTH OF 129.66 FEET (CHORD BEARS NORTH 21 DEGREES 41 MINUTES 22 SECONDS WEST, 129.63); THENCE NORTH 70°19'17" EAST FOR 6.10 FEET TO A NON- TANGENT CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 1828.57 FEET, THROUGH A CENTRAL ANGLE OF 03 DEGREES 07 MINUTES 56 SECONDS FOR AN ARC LENGTH OF 99.86 FEET(CHORD BEARS NORTH 18 DEGREES 05 MINUTES 53 SECONDS WEST, 99.84 FEET) TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 3257, PAGE 85; THENCE NORTH 89 DEGREES 30 MINUTES 09 SECONDS EAST, ALONG SAID NORTHERLY LINE FOR 259.02 FEET TO THE POINT OF BEGINNING. CONTAINING 69,890 SQ. FT. (1.605 ACRES), MORE OR LESS

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD 83) AND ARE GRID BEARINGS.
2. NO UNDERGROUND FOOTERS ARE LOCATED BY THIS SURVEY.
3. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
4. MEASUREMENTS SHOWN HEREON ARE U.S. FEET AND HORIZONTAL DISTANCES.
5. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (U.S. SURVEY FOOT).
6. FLOOD INSURANCE RATE MAPS INDICATE THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X" AND "AE" (EL 148.9) AS INDICATED ON PANEL NO. 12073C 0276F LEON COUNTY, FLORIDA DATED 8-18-2009.
7. THE SOLE PURPOSE OF THE SURVEY SHOWN HEREON IS TO PROVIDE LOCATIONS AND ELEVATIONS OF EXISTING IMPROVEMENTS TO AID IN THE DESIGN OF FUTURE IMPROVEMENTS.
8. SURVEY SHOWN HEREON CERTIFIED TO:
   - QUAIL RIDGE, P.U.D.





VICINITY MAP
(NOT TO SCALE)

DRAWN BY : KSK
CHECKED BY : JAK
DATE : 07/14/2023
SCALE: 1" = 30'
FIELD BOOK: 310, PAGE 49
SURVEY DATE: 07/07/2023
BASE OF SURVEY: ORB 5022 PAGE 204

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD UNRECORDED DEEDS , EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT BOUNDARIES.

REVISIONS:	

JAY ALAN KERI
CERTIFICATE NO.
No. 0005721
STATE OF
FLORIDA
REGISTERED SURVEYOR & MAPPER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JAY ALAN KERI, PROFESSIONAL SURVEYOR & MAPPER NO. 5721. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JAY ALAN KERI
PROFESSIONAL SURVEYOR & MAPPER NO. 5721
STATE OF FLORIDA

POOLE ENGINEERING & SURVEYING, Inc.
2145 DELTA BLVD. ● TALLAHASSEE, FL. 32303 ● (850)386-5117 ● LICENSE NO: 6745
17320 PANAMA CITY BEACH PARKWAY, STE. 111 ● PANAMA CITY BEACH, FL 32413
● WWW.POOLE-ENG.COM ●

BOUNDARY SURVEY
377 CAPITAL CIRCLE SW
TALLAHASSEE, FL 32301

QUAIL RIDGE P.U.D.

SHEET NO.
1
OF 1
JOB NO.
23290

Posted December 4, 2023

Policy 2.2.5: [L] (EFF. 3/14/07)

SUBURBAN

To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods.

Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

Suburban Intensity Guidelines (EFF. 3/14/07; REV. EFF. 7/14/14; REV. EFF. 5/31/18)

Table 4: Suburban Intensity Guidelines

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percentage Mix of Uses
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ ACRE (4)	10,000 SQ FT/ACRE	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ ACRE (4)	10,000 SQ FT/ACRE (5)	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 UNITS/ ACRE	20,000 SQ FT/ACRE	
Medium Density Residential Office	Residential, Office, Ancillary 1st Floor Commercial, Recreation, Light Infrastructure, Community Service & Post-Secondary Schools	8 to 20 UNITS/ ACRE	20,000 SQ FT/ACRE(6)	
Village Center	Residential, Office, Commercial up to 50,000 SQ FT, maximum business size. Centers shall not be located closer than ¼ mile to another village center or commercial development including more than 20,000 SQ FT of floor area.	8 to 16 UNITS/ ACRE	12,500 SQ FT/ACRE per parcel for center 20 acres or less (7)	
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 UNITS/ ACRE (3)	Up to 20,000 SQ FT/ACRE (3)	35-50%
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 UNITS/ ACRE	Up to 25,000 SQ FT/ACRE (8)	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 UNITS/ ACRE (1)	80,000 SQ FT/ACRE (2)	
Business Park	Office, Residential and Commercial	Up to 16 UNITS/ ACRE	20,000 SQ FT/ ACRE	5-10%

Notes:
(1) 8 units/acre minimum for exclusively residential;
(2) Hospitals up 176,000 sq ft/acre;
(3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.
(4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
(5) The maximum square footage is increased to 12,500 SF if the project is a mixed-use development.
(6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C
(7) 250,000 SF of total development permitted on 20 to 30 acre centers.
(8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, and retail development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

Policy 1.1.1: [L] (REV. EFF. 7/20/05)
In order to discourage urban sprawl, new development shall be concentrated in the urban service area plus in the Woodville Rural Community future land use category and the rural communities of Capitola, Chaires, Ft. Braden and Miccosukee, as designated on the future land use map.

Policy 1.1.5: [L] (EFF. 7/16/90; REV. EFF. 7/26/06)
Future Land Use Map densities and intensities are intended to reflect the availability of capital infrastructure. Capital infrastructure, which supports higher land use densities and intensities, consists of sewer and water, roads, mass transit, solid waste, drainage, and parks.

Policy 1.4.12: [L] (EFF. 9/19/91)
(a) The intent of Site Plan and PUD planning and design requirements shall be to encourage and require the development of urban living and workspaces that minimize impacts to the natural environment. Environmental impacts shall be minimized through the development and redevelopment of compact and efficient urban land use patterns that closely integrate living and workspaces while maintaining compatibility through specified performance design criteria. Neighborhood and inter-site compatibility shall be implemented through site planning and design criteria that require objectionable impacts of particular land use activities to be internally located within site or building designs, rather than relying exclusively on standard landscape and setback buffering methods to reduce perimeter oriented objectionable impacts.
(b) Objectionable impacts of service and delivery areas, refuse and recycling collection areas, as well as the outdoor storage and work areas generally associated with commercial and residential buildings shall be planned to minimize off-site impacts.
(c) Site Plan and PUD requirements shall minimize impacts to the natural environment resulting from urban sprawl by not only identifying and protecting environmentally sensitive lands, but just as importantly by limiting urban sprawl into less environmentally sensitive lands through the implementation of compact and efficient urban development and redevelopment.

Policy 1.3.1: [C] (REV. EFF. 6/07/01; REV. EFF. 7/19/13)
The following natural features shall be identified and mapped prior to rezoning or development and be regulated as conservation areas: a) Altered floodplains and floodways,
b) Altered watercourses and improved elements of the primary drainage system;
c) Altered wetlands;
d) Closed basins;
e) Significant grade areas 10%–20% (only required outside the Urban Service Area);
f) High quality successional forests;
g) Areas exhibiting active karst features;
h) Designated canopy road corridors.

Policy 1.3.2: [C] (REV. EFF. 7/1/04; REV. EFF. 7/26/06; REV. EFF. 1/7/10; REV. EFF. 7/19/13)

Potential development within areas of the conservation overlay district shall exhibit best environmental management practices with the emphasis on designing with nature. Assessed impact upon natural resource determines density and/or intensity within a prescribed range within which the parcel is located.

Planned development is required for approval. Strict performance requirements will be applied. The major criterion for approval shall be the continued functioning, with minimum disturbances, of the ecosystem, which the development is impacting.

Conservation area development criteria are as follows:

a) **Altered floodplains and floodways** – Development will be allowed in these areas as long as it does not impede water flow or displace volume (development will be allowed at the density consistent with the land use category). Density can be transferred out of these areas at a density reflective of the density permitted by the existing land use category.

b) **Altered watercourses and improved elements of the primary drainage system** – No development allowed in these areas, development density will be transferred out of these areas at a density reflective of the density permitted by the existing land use category.

c) **Altered Wetlands (City of Tallahassee Only)** – May only be used for a stormwater treatment facility if wetlands are degraded. Design of any stormwater facility shall result in the re-establishment of the undisturbed portion of the wetland.

d) **Closed basins** – These areas will be permitted to develop only to the extent that there is sufficient stormwater capacity within the basin. Development will be permitted reflective of the density allowed by the existing land use category.

e) **Significant grade areas (10-20%)** – The intent of protecting sloped areas of ten percent and above is to maintain local topography, prevent erosion, protect water quality, and maintain existing vegetation. However, in order to help direct development and growth to inside the Urban Service Area and further the protection of lands outside of the Urban Service Area, significant grade regulations are not required by the Comprehensive Plan within the Urban Service Area. Land development regulations may provide protection appropriate for more compact urban development inside the Urban Service Area for significant grades near wetlands, water bodies, watercourses, floodways, floodplain, and karst.

Areas outside the Urban Service Area shall be regulated by this policy and development will be allowed at a density reflective of the density permitted by the existing land use category. Development density can be transferred to areas that are not environmentally sensitive at the density allowed by the existing land use category. It is not the intent of this policy to regulate manmade slopes.

Development outside the Urban Service Area will be permitted provided the following are done:

(1) Minimize any topographical changes. Minimal grade changes typically associated with site development include those necessary for the safety of a building, parking area, road right-of-way, handicapped access, or associated utilities, including stormwater management system.

(2) A minimum of 50% of the grade must be left undisturbed or have an approved vegetation management plan and shall be placed so as to provide downhill buffers, protect forested areas, and buffer other conservation or preservation areas.
(3) Small areas (¼ acre or less) of severe grade areas located within significant grades may be regulated using the criteria for significant grades.
(4) The implementing LDRs shall address erosion, local topography, water quality and existing vegetation as appropriate.
f) **High quality successional forest** – If the entire site is high quality successional forest, the site may be developed at the allowed density with no more than 20% disturbance of the site. Those areas designated to remain natural shall be selected in a manner that protects or enhances adjacent or other on-site natural features. Development density can be transferred to non-environmentally sensitive areas at
the density allowed by the existing land use category. If the transfer option is not used, development may be permitted at a density of one (1) unit per two (2) acres.
g) **Areas exhibiting active karst features (sink holes) –** No untreated stormwater will be allowed to enter active karst features. Stormwater discharged to active karst features must meet the following criteria: (1) Runoff must be treated to comply with Sec. 17-25.700(2) F.A.C.;
(2) Discharge rate and volume shall not exceed predevelopment rate and volume;
(3) The area within the uppermost contour of an active sink, as determined by standard geotechnical evidence in consideration of soil types, slopes, vegetation, topography and geologic features shall remain natural.
A transitional buffer from the uppermost contour may also be required;
(4) There will be no discharge of water to an active karst feature from any land use, which uses, produces or generates as waste any listed Resource Conservation and Recovery Act material or listed Environmental Protection Agency priority pollutant.
h) **Designated canopy roads** (REV. EFF. 6/28/02) – Development can be permitted at a density consistent with the density allowed by the existing land use category, provided that the following are done:
(1) No clearing may occur in the canopy road zone (CPZ) (100 feet from center line of the road) unless authorized for legal access (provided no other alternative exists), or for the health, safety or welfare of the public or, for linear sidewalk improvements when
practical given the unique attributes of the particular site as approved by the local government provided they meet the following criteria:
(a) Clearing in the canopy road zone will be kept to a minimum.
(b) A variety of surfaces will be evaluated for use in the sidewalk/pathway through the CPZ based on impact to the resource (CPZ trees and vegetation), location of the sidewalk/pathway, and anticipated use.
(c) Sidewalks may not always be required in the CPZ given the impact to the CPZ or encroachment on other conservation or preservation features.
(2) Any part of the canopy road zone that is cleared or has trees removed from it must be widened by the same amount that was removed;
(3) A full analysis of the impact of a development on the affected canopy road must be submitted at the time of development review;
(4) Joint access to canopy roads will be utilized unless there is no alternative. New cuts into canopy roads must be designed to serve more than one property development

Policy 1.3.4: [C] (REV. EFF. 12/10/91; RENUMBERED EFF. 7/26/06, REV. EFF. 7/19/13)
The following natural features shall be identified and mapped prior to rezoning or development and be regulated as preservation areas:
a) Wetlands and waterbodies and water courses;
b) Severe grades over 20% (only required outside of the Urban Service Area);
c) Native forests;
d) Undisturbed/undeveloped 100-year floodplain; and
e) Areas of environmental significance
f) Habitats of endangered, threatened and species of special concern.

Policy 1.3.6: [C] (REV. EFF. 12/7/99; REV. EFF. 7/26/06; REV. EFF. 7/19/13)
Development approval within the preservation areas shall be restricted to extremely low density and intensity type projects due to the environmental constraints present. Alteration due to development would result in destruction or severe degradation of the natural resource function. As a result, these areas are unsuitable for all but extremely low-density development for one or more of the following reasons:
(1) To prevent degradation of water quality.
(2) To prevent degradation of freshwater storage capabilities.
(3) To prevent the degradation of biological productivity.
(4) To prevent damage to property and loss of life due to flooding.
(5) To prevent degradation of the viability and diversity of native plants and animals and their habitats.
(6) To assure the conservation of irretrievable or irreversible resources.

Policy 3.3.1: [C] (Leon County) (REV. EFF. 12/7/99)
By 1992, local government shall continue to maintain criteria for land clearing that will be part of the development code and will include but not be limited to:
a) Require a minimum percentage of existing, healthy trees present on the site to be preserved; use incentives focused on preserving the maximum canopy per site.
b) Enforcement of tree preservation and removal will be linked to the code enforcement process;
c) Integration of existing healthy non-exotic vegetation into landscape plans. Emphasis will be on preserving natural and native vegetation rather than clearing and replanting.



LEON COUNTY-
Department of Development Support & Environmental Management

DEVELOPMENT REVIEW COMMITTEE MEETING
Hybrid In-person and Virtual Meeting
October 18, 2023 starting at 10:00 a.m.

STAFF RECOMMENDATION: Approval with Conditions

DSEM COORDINATOR:	Ana Richmond, Development Services Administrator
PROJECT NAME:	Optimum PUD (fka Quail Ridge) Concept Plan
PROJECT ID NUMBER:	LSP22018
PARCEL ID NUMBER:	21-29-20-603-000-0; 21-29-20-204-000-0; 21-29-20-206-000-000-0; and 21-29-16- 000-1
ACREAGE:	14.88 +/- acres (project area)
LEVEL OF REVIEW:	Type "D" Site and Development Plan
PROPERTY OWNER	407 Capital Circle LLC; Global Industrial Properties LLC; and 377 CCCW
APPLICANT:	Optimum RV
APPLICANT'S AGENT:	Gary Hunter, Esq.| Hotzman Vogel
CURRENT ZONING:	Planned Unit Development (PUD) and Light Industrial (M-1)
FUTURE LAND USE:	Planned Unit Development and Suburban
LOCATION:	6920 Lawton Chiles Lanes and Thomasville Road
ROADWAY ACCESS:	east side of Capital Circle SE, approximately 1,125 feet north of Gum Road
UTILITY PROVIDER:	City of Tallahassee central sanitary sewer and potable water
APPROVAL BODY:	Board of County Commissioners in accordance with the provisions of Section 10-7.406 of the Land Development Code (Type "D" Review)

CONDITIONS OF APPROVAL (ONE MOTION)	
1	**Condition of Approval -Site Conditions:** The acreages in the PUD narrative and the table on sheet C-2 shall match the acreage in the legal description.
2	**Condition of Approval - Environmental Management:** Include a policy within the PUD stating the following "This PUD amendment shall be consistent with the County's October 2023 LDC that includes the environmental and concurrency management ordinances; revise the Concept Plan Sheet C-2 to state the project must meet the requirements of the most October 2023, Leon County Environmental Management Act.; and "The developer proposes an internal road connection through the conservation area to connect the new parcels (21-29-20-603-000-0 and 21-29-20-604-000-0) to the larger project. This connection will be addressed at the time of site plan review through the environmental management permit process."

PROJECT SUMMARY

The pre-application for this project was held on September 6, 2023
The ARM for this project was held on September 27, 2023

Project History. The Quail Ridge PUD was approved with conditions by the Leon County Commission on March 23, 2004, as a Planned Unit Development to provide certain Commercial Parkway (CP) uses along with the additional flexibility of multi-family use on a 13.27 +/- site formerly utilized for Wayne Frier Mobile Home Sales fronting Capital Circle Northwest. The PUD Concept Plan identified general areas for development as well as Conservation/Easement/open space/natural area. The development area was approximately 10 acres which provided for residential and nonresidential uses. The maximum nonresidential building square footage is 200,000 SF and the maximum residential units are 200 units.
Pursuant to Section 10-6.696(b)(1) of the LDC, the purpose of the PUD zoning district designation (and associated Concept Plan) is to be used to establish types of development and arrangements of land uses that are consistent with the Comprehensive Plan, but which are not otherwise provided for or allowed in the zoning districts set out in LDC. The subject property's existing zoning designation (Rural) does not afford the same flexibility of design nor permit planned diversification and integration of uses and structures as promoted and intended in standards for creating a new PUD district. Applications for establishment of a new PUD zoning district shall demonstrate compliance with the minimum eligibility criteria outlined in Section 10-6.696(b)(3)(a) of the LDC. The subject property meets the requirements regarding the minimum area for a PUD

zoning district (5 acre minimum), the configuration of lands making up the PUD district (a single discrete area of land with sufficient width and depth to accommodate the proposed use) and unified property control/ownership of said lands.
The range of uses and development intensities allowed within a particular PUD district (along with any corresponding development and design standards) are established by an associated PUD Concept Plan. Subsequent development within the PUD district is implemented by the approval of one or more site and development plans, known as PUD final plans. In order to be approved, the proposed PUD zoning map amendment and Concept Plan application shall demonstrate that the proposed PUD district is consistent with the Comprehensive Plan, all other ordinances adopted by the County (including but not limited to the applicable environmental and concurrency management ordinances), and the purpose and intent of the PUD district [LDC, Section 10-6.696(b)(3)(d)].

PROPOSED SCOPE OF WORK. The applicant is proposing a major modification to the existing PUD to develop the site as a Recreational Vehicle (RV) dealership for both sales and service. The existing Quail Ridge PUD is 13.27 acres and fronts onto Capital Circle Southwest. The major modification proposes the following:

- Add two parcels totaling 1.6 acres to the project (21-29-20-603-000-0 and 20-29-20-604-000-0);
- Incorporation of selected uses from the Light Industrial (M-1) zoning district to allow for the RV dealership;
- Incorporation of an interior road connecting the expansion parcels to the existing parcels, which will result in impacts to the existing conservation easements; and
- Rezoning of the M-1 parcels to PUD.

OVERVIEW OF DEVELOPMENT REVIEW TYPE

Pursuant to Section 10-7.406, the proposed PUD Concept Plan requires review through the County's Type "D" site and development plan review process. An application for a PUD zoning map amendment shall include an PUD Concept Plan and shall be reviewed in accordance with the standards for establishing a new PUD district and adoption of an associated Concept Plan as set forth in Section 10-6.696(b)(3) and in Section 10-7.406. Type "D" reviews require a minimum of five (5) public meetings/hearings: a Pre-Application Meeting, an Application Review Meeting (ARM), a Development Review Committee (DRC) meeting, a Planning Commission meeting and a Board of County Commission (BOCC) meeting. The BOCC makes the final disposition on projects that qualify for Type "D" review.

Site Plan Review Process	Status
Permitted Use Verification (PUV; VC22095)	*Issued as Conditional on May 24, 2022*
Natural Features Inventory (NFI; LEA23031)	*Conditionally Approved on August 9,2023*
Pre-application Meeting	*September 6, 2023*
Type "D" Site and Development Plan Application Public Meetings Required: • Application Review Meeting (ARM) • Development Review Committee (DRC) • Planning Commission (PC) • Board of County Commissioners (BCC)	***Refer to the site plan submittal schedules on our website.*** ***September 27, 2023*** ***Todays meeting October 18, 2023*** ***Public meetings shall provide public noticing and advertising in accordance with the applicable provisions of the LDC.***

SUBDIVISION AND SITE AND DEVELOPMENT PLAN REGULATIONS

The Leon County Land Development Code requires that a site and development plan comply with three general standards (in addition to compliance with Sections 10-7.107 and 10-7.108), which include:
1. Whether the applicable zoning standards and requirements have been met;
2. Whether the applicable provisions of the Environmental Management Act have been met; and
3. Whether the requirements of Chapter 10 and other applicable regulations or ordinances which impose specific requirements on site and development plans and development have been met.

APPLICATION REVIEW COMMITTEE STAFF FINDINGS

Consistency Finding #1 – Comprehensive Plan The application must be determined consistent with the applicable objectives, goals, and policies of the Comprehensive Plan. The proposed PUD has been found consistent with the Tallahassee-Leon County Comprehensive Plan. Please refer to the memorandum from Tallahassee-Leon County Planning Department (Attachment #1).

Consistency Finding #2: *Concurrency (Section 10-3.105a): Concurrency review will be required at the time a site and development plan (PUD Final Plan) is submitted for review. A future Application for Concurrency Determination may also require a Traffic Impact Analysis (traffic study) if warranted by the type of future development proposed. Please refer to the memorandum from Ryan Guffey, Concurrency Management Planner (Attachment #2).*

Consistency Finding #3 (Establishment of a New PUD District and Adoption of an Associated Concept Plan): Applications for establishment of a new PUD zoning district shall demonstrate compliance with the following minimum eligibility criteria:

1. Minimum area for a PUD zoning district. The minimum area required for an application to a PUD district shall be five acres, except where the proposed use is required to be approved as a planned unit development by the Comprehensive Plan wherein, there shall be no minimum area required.
2. Configuration of the PUD zoning district. The PUD zoning district shall consist of a single discrete area of land of sufficient width and depth to accommodate the proposed use.
3. Unified control/ownership. All properties included for the purpose of application to amend the official zoning map to create a PUD district shall be under the ownership or control of the applicant.

The PUD Concept Plan sufficiently addresses these criteria.

Consistency Finding #4 (Application content and submittal requirements (Section 10-6.696 and 10-7.406)): 1. PUD Concept Plan. A PUD Concept Plan is a generalized plan that establishes the allowable land uses and the allowable development density or intensity ranges as well as any corresponding development and design standards for all lands within the PUD zoning district. A PUD Concept Plan may further establish separate sub-districts. The PUD Concept Plan may, for each sub-district, establish a separate list of allowable uses and applicable standards, so long as those uses and standards are consistent with those established for the PUD district. A PUD Concept Plan shall consist of the graphic and/or textual information itemized in subsections (b)(3)c.1.(i) through (iv) of this section.

I. A general plan for the use of all lands within the proposed PUD. Such plans shall indicate the general location of residential areas (including density and unit types), open space, parks, passive or scenic areas, and non-residential areas (including maximum building square footage and maximum height).

II. A plan of vehicular and pedestrian circulation showing the general locations and right-of-way widths of roads, sidewalks, the capacity of the system and access points to the external and internal thoroughfare network

III. A summary of allowable development. The summary shall provide:

A. The total acreage of the PUD district, and each sub-district, as may be proposed;
B. The acreage of areas proposed for specific land uses proposed to be allowed within the PUD district and PUD sub-districts proposed in the Concept Plan, as may be applicable;
C. The acreage of open space or conservation areas not to be developed within the PUD district and PUD sub-districts proposed in the Concept Plan;
D. The minimum and maximum allowable quantity of residential units to be allowed within the PUD district, and PUD sub-districts proposed in the Concept Plan, measured in residential dwelling units per acre;
E. The minimum and maximum allowable residential density to be allowed within the PUD district, and PUD sub-districts proposed in the Concept Plan, measured in residential dwelling units per acre;
F. The minimum and maximum allowable non-residential development intensity to be allowed within the PUD district, measured in gross building square footage; and,
G. The minimum and maximum allowable non-residential development intensity to be allowed within the PUD district, measured in floor area ratio.

IV. Regulations and development standards for the PUD district and for each sub-district, including:

A. An itemized list of uses proposed to be allowed in each the PUD district, or sub-districts, if any.
B. The minimum and maximum residential densities for the PUD district and for any sub-districts.
C. The minimum and maximum non-residential gross square footage and floor area ratios for the PUD district and for any sub-districts.
D. Development and design standards governing the development of the PUD district and any sub-districts which shall, at a minimum, address: lot dimensions and size; building setbacks; building heights; dimensions of internal streets, sidewalks, and other transportation facilities (such standards may be conveyed through annotated diagrams); open space provision, off-street parking, buffering, and landscaping.
E. The PUD Concept Plan may establish, for the PUD district or any sub-district therein, additional development and design standards for other development and design characteristics and elements, etc., so long as these

standards are consistent with the Comprehensive Plan. The PUD Concept Plan may establish proprietary standards to regulate a particular development or design characteristic or element. In those instances where development or design standards are not specifically provided in the PUD Concept Plan, the standards set out in the land development code shall remain in force.

The PUD Concept Plan has included development standards.

Consistency Finding #6 (Application content and submittal requirements (Section 10-6.696 and 10-7.406)): 2. A site conditions map that includes:

- *A legal description of the properties included in the application with an associated boundary survey signed and sealed by a registered state land surveyor.*
- *Name of the PUD; the owners of all properties included in the PUD district; the agent for the PUD application, and address and phone number of the agent; and date of drawing and of any subsequent revision.*
- *Boundaries of the subject property, all existing streets, buildings, water courses, easements, section lines, and other important physical features, existing topography*
- *The location and size of all existing drainage, water sewer, and other utility provisions*
- *Scale, north arrow, and general location map showing relationship of the site to external uses, structures, and features.*

Condition of Approval: *The acreages in the PUD narrative and the table on sheet C-2 shall match the acreage in the legal description.*

Consistency Finding #7 (Application content and submittal requirements (Section 10-6.696 and 10-7.406)): An approved Natural Features Inventory (NFI) letter should be included in the PUD Concept Plan as an Exhibit. An NFI map should be included in the PUD Concept Plan and include existing topography, physical features and the contain information about the exiting vegetative cover and general soil types, and their appropriateness to the proposed project.

The PUD Concept Plan includes the NFI letter. See comments from Environmental Management Division Attachment #3.

Consistency Finding #8 (Application content and submittal requirements (Section 10-6.696 and 10-7.406)):. A preliminary certificate of concurrency or appropriate documentation issued by the county department of development support and environmental management.

The applicant has only submitted a PUD Concept Plan for review; therefore, concurrency review is not required at this time but will be required when a Final PUD plan is submitted for review. This will also include a School Impact Analysis (SIA), that is to be reviewed by the School Board. T he PUD Concept Plan sufficiently addresses this criterion.

Consistency Finding #10 (Application content and submittal requirements (Section 10-6.696 and 10-7.406)): *Review criteria.* In order to be approved, a proposed PUD zoning map amendment and Concept Plan application shall demonstrate satisfaction of the following criteria:

1. *Consistency with the Comprehensive Plan.* The proposed PUD district shall be consistent with the Comprehensive Plan.
2. *Consistency with other ordinances.* The proposed PUD district shall be consistent with all other ordinances adopted by the county, including, but not limited to, the applicable environmental and concurrency management ordinances.
3. *Consistency with purpose and intent of* PUD *district.* An application for a PUD district shall include a narrative indicating how the proposed PUD district meets the purpose and intent of the PUD district, as set forth in subsection (a) of this section. The narrative shall specifically address the seven statements itemized in subsection (a) of this section (No. 3 of this report).

As stated previously, the proposed PUD Concept Plan Concept Plan has been found consistent with the Comprehensive Plan; however, the Concept Plan needs to be updated to adhere to all the requirements of the EMA including stormwater treatment and rate control for open basins, low impact development, landscaping requirements for commercial development, and tree protection. Please refer to comments and findings from the Tallahassee Leon County Planning Department (TLCPD) and Environmental Management in Attachments #1 and #3.

Condition of Approval: *Include a policy within the PUD stating the following "This PUD amendment shall be consistent with the County's October 2023 LDC that includes the environmental and concurrency management ordinances; revise the Concept Plan Sheet C-2 to state the project must meet the requirements of the October 2023, Leon County Environmental Management Act.; and "The developer proposes an internal road connection through the conservation area to connect the new parcels (21-29-20-603-000-0*

and 21-29-20-604-000-0) to the larger project. This connection will be addressed at the time of site plan review through the environmental management permit process."

PUBLIC NOTIFICATIONS AND RESPONSES

NOTIFICATIONS	
AGENDA POSTED ON COUNTY WEBSITE	10/6/23
LEGAL ADVERTISEMENT IN THE DEMOCRAT	10/11/23
SIGNS POSTED ON PROPERTY	10/10/23
NOTIFICATION MAILED TO PROPERTY OWNERS*	10/6/23
PROPERTY OWNERS AND BUSINESS ASSOCIATIONS (REGISTERED WITH THE COUNTY) WITHIN 1,000 FEET OF THE PROPOSAL SITE	
MAILING STATS	
NOTICES MAILED	40
NOTICES RETURNED	0
RESPONSES: One property owner (Chris McCrae) called for more information as this was his third notice to better understand the new road associated with the project. *All previous comments have been uploaded to ProjectDox	1

REPORT ATTACHMENTS

1. Memorandum from the Tallahassee Leon County Planning Department (TLCPD)
2. Memorandum from Concurrency Management
3. Memorandum from the Environmental Services Division
4. Memorandum from the Leon County Public Works Department
5. Memorandum from the City of Tallahassee Utilities
6. Memorandum from the City of Tallahassee Fire Department
7. Memorandum from the City of Tallahassee Aquifer Protection Division
8. Memorandum from the Addressing Division
9. Public Comments

PLANNING DEPARTMENT
a division of PLACE

MEMORANDUM

Submitted to ProjectDox on October 16, 2023

TO:	Ana Richmond, DSEM Development Services Administrator
FROM:	Susan Denny, Planning Department Senior Planner
THROUGH:	Russell Snyder, Administrator, Land Use Planning Division, Tallahassee-Leon County Planning Department
DATE:	October 16, 2023
SUBJECT:	October 18, 2023 Development Review Committee (DRC) Meeting **Optimum (fka Quail Ridge) Planned Unit Development (PUD) Major Modification to a PUD (LSP23018)**

APPLICANT:	Optimum RV
AGENT:	Gary Hunter | Holzman Vogel
PARCEL ID:	21-29-20-606-0000, 21-29-20-603-0000, 21-29-20-604-0000; and 21-29-16- 0001
FUTURE LAND USE:	Suburban
EXISTING ZONING:	Quail Ridge PUD and Light Manufacturing (M-1)

Planning Department Findings:

1. The proposed project is a major modification (amendment) to the 12.35-acre Quail Ridge PUD, which is located on the east side of Capital Circle SE, approximately 1,125 feet north of Gum Road. The Quail Ridge PUD was approved in 2004 and allows both commercial and multi-family uses within one component. The allowable commercial intensity for the Quail Ridge PUD is 25,000 sf/ac, except warehouses, which have an allowable intensity of 50,000 sf/ac. Total commercial development is limited to 200,000 sq. ft per parcel. The allowable residential density for multi-family residential development is 20 du/ac, not to exceed a total of 200 total units.

   The Quail Ridge PUD preserved a significant amount of environmentally sensitive features in conservation easements, consistent with the Conservation Element *of the Tallahassee-Leon County Comprehensive Plan,* Wetlands and Floodplain Protection Policies 1.3.1[C], 1.3.2[C], 1.3.4[C]. and 1.3.6[C], which require regulation of features.

2. The proposed PUD amendment will change the name of the project from Quail Ridge PUD to Optimum PUD. It will also add two parcels totaling 1.61 acres to the west of the subject property and change the zoning of these parcels from M-1 to Optimum PUD. With the added acreage, the total size of the PUD will be 14.53 acres. A new loop road will connect the added acreage to the original PUD.

The PUD amendment will also add certain M-1 land uses to the developable component of the PUD to allow the development of a recreational vehicle (RV) sales facility, in addition to the existing allowed land uses. No existing uses will be eliminated by this PUD amendment. The proposed added M-1 uses are as follows:

- *Distribution facilities*
- *Laboratories; research and development activities*
- *Manufacturing (consistent with the definition of light industrial)*
- *Transportation and freight handling*
- *Welding and machine shops*
- *Wholesale activities*
- *Wholesale building supplies*

3. The PUD concept plan table listing the acreage of the subcomponents on sheet C-2, and the narrative do not match the total acreage called out in the legal description for the PUD. See Condition #1, below.

4. The Optimum PUD application complies with the following eligibility requirements set forth in §10-6.696(b)(3)(a) and §10-6.696(c), *Leon County Code of Ordinances:*

(1) *Minimum area* – the minimum area required for a PUD is five acres. The area of the Optimum PUD is 14.58 acres, which exceeds the minimum area requirement.

(2) *Configuration* –there is sufficient width and depth to accommodate the proposed use.

(3) *Unified control/ownership* – all undeveloped land included within the application is under ownership of 407 Capital Circle, LLC.

5. In accordance with §10-6.696(b) of *Leon County Code of Ordinances,* the Optimum PUD amendment complies with review criteria as follows:

Review Criterion #1: *Consistency with the comprehensive plan.* The proposed PUD amendment application is consistent with the Comprehensive Plan Suburban Future Land Use Map (FLUM) category (Policy 2.2.5[L]). The intent of the Suburban FLUM is "To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses."

Specifically, the PUD is consistent with the Suburban Corridor development pattern of the Suburban FLUM intensity standards. The Suburban Corridor allows a 20 du/ac residential density allowed for mixed used development and a 25,000 sf/ac commercial intensity standard, which is consistent with the proposed PUD amendment.

The proposed amendment is also within the Urban Services Area (Policy 1.1.1[L]), has adequate access to infrastructure (Policy 1.1.5[L]), and is developed in a compact and efficient manner in accordance with Policy 1.4.12[L].

There are wetlands and floodplains on the subject site which are preserved in conservation easements in accordance with Comprehensive Plan Policies 1.3.1[C], 1.3.2[C], 1.3.4[C]. and 1.3.6[C]. Protected trees on site shall be preserved in accordance with Policy 3.3.1[C] through the land development regulations.

Review Criteria #2: *Consistency with other ordinances.* The proposed Planned Unit Development district shall be consistent with all other ordinances adopted by Leon County, including but not limited to the applicable environmental and concurrency management ordinances. The application complies will all other ordinances, including concurrency, at the time of review, upon satisfaction of any and all conditions of approval.

Review Criteria #3: *Consistency with purpose and intent of PUD district.* An application for a Planned Unit Development district shall indicate how the proposed PUD district adheres to the intent criteria listed in Section 10-696(b)(1)(b) subsections (1) through (7) of Section 10-6.696 of the *Leon County Code of Ordinances.*

Optimum PUD has met the purposes and intent of this subsection since its initial approval in 2004. The proposed PUD amendment continues to comply with the purpose and intent criteria required by subsection 10-696(b)(1-7), *Leon County Code of Ordinances*. The following is a listing of each of the seven purpose and intent criteria, the applicant's response to how each is met (lightly edited), and staff comments in **bold**.

1. Promote more efficient and economic uses of land.

Applicant response: This PUD is needed because the RV dealership requires a combination of permitted uses that are not found in a single zoning district. The PUD allows for a combination of uses from the CP and M-1 zoning districts.

The PUD amendment also seeks to develop land that was previously approved for development in 2004 but never developed. This property is well located within Capital Circle and fits the uses that are located in this area. An RV sales and service dealership would be very compatible with the other automobile sales and service dealerships in that area and be able to take advantage of certain economies of scale. While the PUD will add the RV dealership uses to the project the existing uses will still be available within the PUD.

Staff concurs and reiterates for clarity that other previously approved land uses other than RV sales are allowed in the PUD.

2. Provide flexibility to meet changing needs, technologies, economics, and consumer preferences.

Applicant Response: This amendment provides more flexibility for the approved PUD and provides a new RV use that is needed in the community. Currently residents must travel outside of Leon County in order to consider an RV purchase.

Staff concurs but notes that other previously approved land uses other than RV sales are allowed in the PUD.

3. Encourage uses of land which reduce transportation needs and which conserve energy and natural resources to the maximum extent possible.

Applicant Response: Currently residents must travel outside of Leon County to consider an RV purchase. This requires residents to travel further and use more energy. Having an RV dealership in Leon County will allow shorter trip lengths. Additionally, this site was previously cleared and was used as a manufacturing sales lot. Repurposing this property helps protect natural resources by utilizing already disturbed lands.

Staff concurs but notes that other previously approved land uses other than RV sales are allowed in the PUD.

4. Preserve to the greatest extent possible, and utilize in a harmonious fashion, existing landscape features and amenities.

This project will develop an already disturbed site. The portion of the existing PUD proposed for the RV sales use and the expansion parcels have been previously developed and are very suitable for the proposed use. The existing natural features, located within the existing PUD, have been placed in a conservation easement.

Staff concurs but notes that other previously approved land uses other than RV sales are allowed in the PUD.

5. Provide more usable and suitably located recreational facilities, open spaces, and scenic areas, either commonly owned or publicly owned, that would otherwise be provided under a conventional zoning district.

Staff Response: This project does not provide for recreational areas but will provide the required open space consistent with the comprehensive plan and will allow for a better internal design by providing for internal connections between the two parcels and protecting the undeveloped portions of the site toward the rear.

Staff Concurs.

6. Lower development and building costs by permitting smaller networks of utilities and streets and the use of more economical building types and shared facilities.

Applicant Response: This PUD will allow for the two lots to be incorporated into the larger PUD to allow for a better overall plan of development and to reduce the need for additional access points onto Capital Circle.

Staff concurs.

7. Permit the combining and coordinating of land uses, building types, and building relationships within a planned development, which otherwise would not be provided under a conventional zoning district.

Applicant Response: This PUD is needed in order to combine permitted uses from both the CP and M-1 zoning districts. The current zoning districts do not include the combination of permitted uses needed for this RV sales use.

Staff concurs but notes that other previously approved land uses other than RV sales are allowed in the PUD.

Planning Department Recommendation:

The Planning Department supports a recommendation of approval of the Optimum PUD amendment with the following condition of approval:

1. The acreages in the PUD narrative and the table on sheet C-2 shall match the acreage in the legal description.

Leon County Government

INTEROFFICE MEMO

DATE: October 17, 2023

TO: Ana Richmond, Administrator

FROM: Ryan Guffey, AICP CTP, Concurrency Management Planner RG

SUBJECT: Optimum (f/k/a Quail Ridge) Planned Unit Development (PUD)
Major Modification to a PUD
Concurrency Management
LSP23018

The Dwellings II project consists of a re-zoning. The applicant has requested to waive concurrency until the Final Plan PUD is submitted. The applicant is required to submit an "Application for Concurrency Determination" at that time.

Please feel free to contact me with any further questions.

Leon County Government
INTEROFFICE MEMO

DATE: October 17, 2023

TO: Ana Richmond
Principal Planner, Development Services Division

FROM: Michael A Hogan
Senior Stormwater Design Analyst, Division of Environmental Services

SUBJECT: Optimum PUD Application Review Meeting
TYPE D Major Modification
(Quail Ridge PUD LSP23018)
Parcel No. 21-29-16- -0001, 21-29-20-606-0000, 21-29-20-603-0000, & 21- 29-20-604-0000

Environmental Services has conducted a review of the referenced project for its consistency with the EMA requirements found in Section 10 of the Leon County Land Development Code (LDC). The following recommendations, comments, and information are provided to assist the applicant in this review process. All other requirements of the code, although not mentioned hereon, are still applicable.

Recommendations, Comments, and Required Information:

The Planned Unit Development is approved with conditions below:

The Planned Unit Development shall incorporate the following revised statements within the PUD:

(1) Consistency with other ordinances. "This PUD amendment shall be consistent with the County's *most recent* LDC that includes the environmental and concurrency management ordinances" (reference page 15).

PUD Concept Plan Sheet C-2 revise statements:

(2) "The site plan for this project must meet the requirements of the *most recent* Leon County Environmental Management Act."
(3) "The developer proposes an internal road connection through the conservation area to connect the new parcels *(Provide Parcel Id's)* to the larger project. This connection will be addressed at the time of site plan review through the environmental management permit process."

General Comments:
The information supplied by the applicant was limited and conceptual. Hence, the comments issued were "General" comments and are not to be considered exclusive. Upon review of future more detailed plans and the engineering analysis report, additional information could be required

Leon County Government

INTEROFFICE MEMO

DATE:	October 17, 2023
TO:	Ana Richmond, Development Services Administrator
FROM:	Kim Wood, P.E., Chief of Engineering Coordination
SUBJECT:	LSP23018: Optimum PUD aka Quail Ridge PUD Amendment Review Comments for October 18, 2023, DRC Meeting

Public Works has reviewed the above project and recommends approval. We do note the following comment for the applicant's information only.

1) Proposed work within the FDOT ROW, **if any**, and change of use of existing connections may require conceptual FDOT approval prior to final site plan approval.

People Focused. Performance Driven.

TALLAHASSEE FIRE DEPARTMENT
SITE PLAN REQUIREMENTS

Project Name:	Optimum PUD
Parcel ID #	2129206060000
	LSP23018
AGENT:	Darrin Taylor
PLANNER:	Anastasia Richmond
MEETING DATE:	09-27-2023

Listed below are the Tallahassee Fire Department's requirements concerning the above proposed development. The agent or owner prior to approval shall address the items listed below.

The required width of a fire department access road shall not be obstructed in any manner, including the parking of vehicles. *NFPA 1, 18.2.4.1.1, Seventh Edition of the Florida Fire Prevention Code.*

Prior to construction of buildings or facilities, an approved water supply, capable of providing the required fire flow for fire protection shall be established where hydrants are first installed or that the development is served by existing functioning hydrants located within 400 feet from the furthest building corner as the fire truck would drive. *NFPA 1, 18.3.1, Seventh Edition of the Florida Fire Prevention Code.*

If unsupervised and isolated above ground fuel storage tanks are to be located on the property prior to or during construction, City of Tallahassee Plans Review staff must be contacted prior to tank installation. *NFPA 1, 66.21.7.2.1 and 66.21.7.2.2, Seventh Edition of the Florida Fire Prevention Code.*

1. Must meet NFF (needed fire flow) as determined by AWWA Manual M31, using NFPA 1 Method. Please provide needed fire flow calculations to the Tallahassee Fire Department representative and to Water Utilities Engineering and Inspections at this time. Please use the Required Fire Flow Information form *(NFPA 1, 18.4.5.2.1, Seventh Edition of the Florida Fire Prevention Code)* to provide fire flow calculations. The Fire Flow form is located on the Growth Management Department page within the City of Tallahassee's web page (www.talgov.com) in the "Applications and Permits/Electronic Plan Review" section. If hydrants are existing the following is required. After the NFF is determined, the existing fire hydrant(s) shall be flowed to determine its GPM. If the GPM meets or exceeds the NFF, no additional hydrants are required. If it does not meet the NFF, additional hydrant(s) are required

2. Commercial buildings, multi-family residential, institutional or industrial:

(1) 8 inch fire line and looped wherever possible

3. If entrance gates are proposed as part of this development, either now or in the future, state this on the site plan. Gated entries must be designed to allow denied entry vehicles to turn around on site and not have to back out into a street. Any gates or locks placed on entrances to a complex shall require fire department accessibility.

Please include the following requirements on plans if entrance gates are to be installed:
Standard Gate notes – City of Tallahassee

1. Access gates shall be provided with a keypad entry system, electronic transmitter or card reader.
2. Coded numbers for keypad entry systems will be designated by the fire chief and police chief for fire and police department emergency access.
3. All access gates shall be designed to provide automatic entry for fire apparatus in the form of siren activation.
4. A sign shall be attached to the gate indicating the procedure to open the gate with the sound of an emergency siren.
5. All access gates shall be designed to unlock with a readily accessible manual releasing device.
6. During a power failure, all access gates shall be designed to fail in the open position.
7. A knox key box shall be installed at all gates.
8. Parking gate shall not obstruct the required 20’ minimum fire department access road.
9. Plans must show gates and dimensions of vehicle turn-around for vehicles that are denied entry

4. Please include the following on utility plans:
Depth of fire main piping (to top of pipe):
36 in. minimum under driving surfaces
30 in. minimum under non-driving surfaces
Fire main piping shall not be covered until inspected by the Tallahassee Fire Department
Fire hydrants shall be a minimum of 24 in. above grade measured to the center of the steamer nozzle
Steamer nozzle to face roadway or nearest point of fire department apparatus accessibility when placed in service

5. Please include the following on landscape plans:
A minimum of 36 in. of clear space shall be maintained to permit access to (and operation of) fire protection equipment, fire department inlet connections, and/or fire protection system control valves.

6. Please include the following on landscape plans:
A clear space of not less than 60 in. (1524 mm) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ in (64 mm).

Terrell McCloud
Tallahassee Fire Department
911 Easterwood Dr.
Tallahassee FL 32311
(850)891-6673
Terrell.mccloud@talgov.com

Aquifer Protection Site Review Clearance Form

City of Tallahassee Your Own Utilities℠

LEON COUNTY, FLORIDA CAPITAL COUNTY

Site Information

Site Name: **Optimum PUD (fka Quail Ridge PUD LSP030057)**

Team: Aquifer Protection Location: 407 CAPITAL CIR SW Tax ID: 21-29-20-606-0000

Status: PLANNED UNIT DEVELOPMENT A AgendaDate:

Date of Site Visit: Monday, September 18, 2023 Inspected by: Cory Seay

Important: It is the permittee's responsibility to provide the documentation indicated in the checked sections below. Aquifer Protection Clearance will be issued only after the required documentation is provided to: Aquifer Protection Section, 3805 Springhill Road, Tallahassee, FL, 32305-6502; Phone (850)891-1227. If additional wells, borings, or Regulated Substances not described below are discovered by the permittee during site clearing or other permitted activities, the permittee shall comply with the appropriate provisions in Leon County Land Development Code Article X Aquifer/Wellhead Protection and shall notify the Aquifer Protection Section of actions taken to comply with these provisions.

Aquifer Protection Items Found on Site And Action Required:

☐ Unused Well(s) Number Of Wells: 0

The unused well(s) must be properly abandoned by a licensed well contractor following Northwest Florida Water Management District guidelines {(850)539-5999}. The NWFWMD inspection report will required as proof of proper abandonment. [Authority -- Leon County Code Section 10-10.307(a)(1) and Chapter 40A-3.531(1), (2)(b), (4), and (5), Florida Administrative Code.]

LSP23018

☐ Geotechnical Borings

The geotechnical borings must be properly abandoned. Borings less than 25 feet deep may be back-filled with the original or other clean soil. Borings deeper than 25 feet shall be grouted with neat cement from bottom to top. A signed statement from the geotechnical consultant that the borings have been properly abandoned will be considered adequate proof of action completion. [Authority -- Leon County Code Section 10-10.307(c)]

☐ Regulated Substances/Waste

The on-site waste described above must be disposed of properly. On-site waste which could present a hazard to water resources if improperly handled (including solvents, paints, pesticides, waste oil, batteries, fluorescent lights or other mercury containing devices, etc.) must be removed from the site by either a Department of Environmental Protection-approved hazardous waste transporter, recycler, or in many cases may be transported by the permittee to the Leon County Hazardous Waste Center, located at the Leon County Landfill. If the Hazardous Waste Center is used, they must be contacted for approval and delivery scheduling 850-606-1803 prior to the contractor removing the waste from the site. Regardless of the approved method of disposal chosen the permittee must obtain receipts documenting the proper disposal of the waste. Copies of waste receipts will be required as proof that waste was properly disposed. [Authority -- Leon County Code Section 10-10.106 and 40 CFR 261 subpart D, 40 CFR 261 appendix VIII, 40 CFR 302, 302.4 pesticides F.S. Ch. 487, listed in F.A.C Chs. 5E-2 or 5E-9].

☐ Other:

09/18/2023- This PUD admendment seeks to replace the approved Quail Ridge PUD in order to develop the site as a Recreational Vehicle (RV) dealership for both sales and service, but the ability to develop any of the approved uses in the PUD will remain. The PUD is 13.27 acres and fronts onto Capital Ciurcle Southwest. The property address is 407 Capital Circle Southwest in unicorporated Leon County. Site review inspection conducted. Inspector walked the property looking for a well or septic. There was a sewerline at the large storage building and not sure if it connects to City sewer or septic. If there is a well on the property the well will need to be capped by a licensed well installer. Not sure if t he storage building are to remain on site for use. If not, a demolition permit/move permit is required. Aquifer protection is approved for permitting purposes.

Aquifer Protection Clearance

This Clearance form will be singed by a member of the Aquifer Protection Section when all actions identified above have been completed completed. The final environmental inspection will not be conducted and the permit will not be issued until the Aquifer Protection Clearance is completed.

Aquifer Protection Clearance: **Cory Seay** Date: **9/18/2023**

Leon County Government
INTEROFFICE MEMO

DATE:	September 25, 2023
TO:	Ana Richmond, LC Development Services Division
FROM:	Mark Pritzl, LC Addressing Program
SUBJECT:	LSP23018; Optimum PUD (fka Quail Ridge PUD) - Parcel IDs; (2129206030000, 2129206040000 & 2129206060000)

Findings:

1. This amendment requests a major modification to the Quail Ridge Planned Unit Development (PUD) by renaming it to Optimum PUD, and to permit a RV Sales & Service dealership at this site. The dealership will be located at 377 Capital Circle SW and will combine all three parcels totaling 11.22 acres.

2. The Addressing Program has no objections with renaming Quail Ridge PUD to Optimum PUD.

3. Access to this proposed dealership will be from Capital Circle SW and Capital Circle SW Access Road.

4. The Addressing Program will assign addresses upon receipt of a commercial building permits associated with this PUD and the assigned street address will have conformity, consistency, and sequential order for EMS and 9-1-1 responder agencies.

5. The existing address 377 Capital Circle SW can continue to be utilized after the approval of this PUD.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, December 12, 2023, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

OPTIMUM f/k/a QUAIL RIDGE PLANNED UNIT DEVELOPMENT AMENDMENT

LEON COUNTY ORDINANCE 23-__

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO AMEND THE OPTIMUM (F/K/A QUAIL RIDGE) PLANNED UNIT DEVELOPMENT LOCATED EAST OF CAPITAL CIRCLE SOUTHWEST, SOUTH OF WEST TENNESSEE STREET IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Leon County will also broadcast the public hearing on Comcast channel 16, the Leon County Florida channel on Roku, and the County's Facebook page (https://www.facebook.com/LeonCountyFL/), YouTube channel (https://www.youtube.com/user/LeonCountyFL), and web site (www.LeonCountyFL.gov).

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Interested parties may also provide virtual real-time public comments during the public hearing. Interested parties wishing to provide virtual real-time public comments must complete and submit the registration form provided at https://www2.leoncountyfl.gov/coadmin/agenda/ by 8:00 p.m. on Monday, December 11, 2023. Following submittal of the registration form, further instructions for participating in the meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: (850) 606-5300 or (850) 606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the Ordinances may be inspected as part of the agenda package on the County's web site (https://www2.leoncountyfl.gov/coadmin/agenda/). To receive copies of the Ordinances by other means, such as email, mail, or facsimile transmittal, contact County Administration at (850) 606-5300 or the Tallahassee-Leon County Planning Department at (850) 891-6400.

Advertise: December 2, 2023

Leon County
Board of County Commissioners

Notes for Agenda Item #26

Leon County Board of County Commissioners

Agenda Item #26

December 12, 2023

To: Honorable Chair and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Consider Adopting a Resolution of Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments for the Purpose of Collecting the Full Amount of all Charges Related to Sewer Service Imposed on Certain Real Property Located on Susie B. Lane

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Ken Morris, Assistant County Administrator Ben Pingree, Assistant County Administrator Brent Pell, Director, Public Works Charles Wu, Director, Engineering Services
Lead Staff/ Project Team:	Anna Padilla, Stormwater Management Coordinator

Statement of Issue:

This item requests the Board conduct the first and only public hearing to consider adopting a Resolution of intent to utilize the uniform method for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting the full amount of all charges related to sewer service imposed on certain real property located on Susie B. Lane.

Fiscal Impact:

This item has a fiscal impact. Pursuant to the Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area, the County will collect and remit to the City of Tallahassee (City) the full amount of all charges related to sewer service through a non-ad valorem assessment on the annual property tax bill for property owners without a City metered utility account.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the Resolution of intent to utilize the Uniform Method for the levy, collection, and enforcement of Non-Ad Valorem assessments for the purposes of collecting the full amount of all charges related to sewer service imposed on certain real property located on Susie B. Lane (Attachment # 1).

Report and Discussion

Background:

On November 14, 2023, the Board approved the scheduling of the first and only public hearing to consider adopting a Resolution of intent to use the uniform method for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting the full amount of all charges related to sewer service imposed on certain real property located on Susie B. Lane. A resolution of intent must be adopted at a public hearing prior to January 1 when a local government, authorized to impose a non-ad valorem assessment, elects to use this method of collection for the following year. An agenda item will be presented to the Board next summer to impose the non-ad valorem assessment for a parcel located on Susie B. Lane, and this item requests the Board conduct the first and only public hearing and adopt the proposed Resolution electing to utilize the uniform method of collection for such special assessment (Attachment #1).

Through Leon County's Belair/Annawood septic-to-sewer project, property owners were able to connect to sanitary sewer at no cost, a savings of over $10,000 per property. Upon completion of the project and transfer of the system to the City of Tallahassee, any fees for the use and maintenance of sewer service become the responsibility of the property owner from that point forward. The assessment, if adopted next summer, will impose a readiness to serve charge for the City, which is intended to cover a portion of the City's costs of operating and maintaining the sewer system and other costs incurred to ensure the sewer system is ready to serve when customers choose to connect. If the property subsequently connects to the City's central sewer utility system, the assessment will also cover the usage charges associated with the utility service.

Per Section 5 of the Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area (the "Interlocal Agreement") between the County and City (Attachment #2), if a property has a City utility account for a metered service (e.g., water or electrical service) the City shall bill the recurring sewer service charges in the Belair/Annawood area through the customer's City utility account. However, if a property does not have a metered service City utility account, the County shall collect and remit to the City, on a recurring annual basis, the full amount of all charges related to sewer service through a non-ad valorem assessment on the property owner's annual property tax bill. One residential property in the Belair Phase II system area is vacant and does not have a metered service City utility account.

The Belair/Annawood Wastewater Retrofit Project is one of the three active septic-to-sewer projects undertaken by the County in southern Leon County, in coordination with the Florida Department of Environmental Protection (FDEP) and the City of Tallahassee. Based on the shared desire to enhance water quality in our region through nitrogen reduction projects, Leon County and the FDEP jointly adopted the Leon County Water Quality and Springs Protection Infrastructure Improvement Plan in fiscal year 2018. This first of its kind multi-year agreement between the State and a county was the result of Leon County's strong commitment to reducing nitrogen levels in the primary springs protection zone and FDEP's willingness to provide a dollar-

for-dollar match toward projects in Leon County, including the Belair/Annawood Wastewater Retrofit Project. This significant investment by the County and the funding support from FDEP provides not only a momentous public benefit through protection of our waterbodies, but also minimizes costs to private property owners who wish to connect to sanitary sewer.

The Interlocal Agreement outlines the respective roles and responsibilities agreed to by the County and City to support the construction and transfer of the sewer system. The County committed to the design, engineering, permitting, property acquisition, and construction for the Project, which was funded in part through a Springs Restoration Grant from the FDEP and American Rescue Plan Act (ARPA) funds. The City agreed to accept all property and easements for ownership, operation, maintenance, repair, and replacement of the sewer system.

Analysis:

Pursuant to Section 197.3632(9), Florida Statutes, special assessments levied pursuant to a local government resolution may be placed on the annual property tax bill as a non-ad valorem assessment. This assessment, if adopted, will collect the sanitary sewer charges associated with the Belair/Annawood Wastewater Retrofit Project for a parcel without a metered City utility account. The amount of the assessment imposed will be payable to the Tax Collector. After collection, the County shall remit the full amount to the City as outlined in the Interlocal Agreement.

The Belair/Annawood Wastewater Retrofit Project is aimed at protecting our waterbodies and natural resources by reducing nitrogen levels in the primary springs protection zone, but also provided an opportunity for property owners to abandoned existing septic systems and connect to the City's sanitary sewer system at no cost, a savings of over $10,000 per property. The construction of the Belair Phase II sanitary sewer system is complete, and the City of Tallahassee is finalizing acceptance of the system. Upon acceptance of the sanitary sewer system by the City, from that point forward the property owners will be responsible for the rates associated with use and maintenance of the sewer service, which include readiness-to-serve charges and sewer service charges. For all properties within Belair Phase II project area except one, these fees will be included on the monthly utility bills to properties which have metered utility accounts.

One property in the Belair Phase II project area is currently vacant and does not have a City metered utility account. In order to recover the readiness-to-serve charges, a flat amount will be assessed to the property owner on the annual tax bill. The readiness-to-serve charge is a fixed charge imposed on all properties in the service area, pursuant to Section 21-402(b), Tallahassee Code of Ordinances. The charge is intended to cover a portion of the City's costs of operating and maintaining the sewer system and other costs incurred to ensure the sewer system is ready to serve when customers choose to connect. The City charges an additional surcharge for service outside of the City limits that will be included in the assessment amount.

The first assessment covers the period from City acceptance and the first full year of service, which is calculated on a fiscal year basis. The County shall consider adoption of an assessment roll at a public hearing to be held prior to September 15, 2024, and the property owner will first be assessed on their November 2024 tax bill. A Resolution of Intent to Use the Uniform Method of Levy, Collection, and Enforcement of Non-Ad Valorem Assessments must be adopted at a public hearing prior to January 1, 2024, when a local government, authorized to impose a non-ad valorem assessment, elects to use this method for the following year.

This item requests the Board conduct the first and only public hearing to receive comments regarding adoption of the Resolution of Intent for the project. The Notice of Public Hearing has been published in the local newspaper for four consecutive weeks, as required by Section 197.3632, Florida Statutes (Attachment #3).

Options:

1. Conduct the first and only public hearing and adopt the Resolution of intent to utilize the Uniform Method for the levy, collection, and enforcement of Non-Ad Valorem assessments for the purposes of collecting the full amount of all charges related to sewer service imposed on certain real property located on Susie B. Lane (Attachment # 1).
2. Conduct the first and only public hearing and do not adopt the Resolution of intent to utilize the Uniform Method for the levy, collection, and enforcement of Non-Ad Valorem assessments for the purposes of collecting the full amount of all charges related to sewer service imposed on certain real property located on Susie B. Lane.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Resolution of Intent to Utilize the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments for the purposes of collecting the full amount of all charges related to sewer service imposed on certain real property located on Susie B. Lane
2. Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area
3. Notice of Public Hearing

LEON COUNTY RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, STATING THE INTENT TO UTILIZE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS FOR THE PURPOSE OF COLLECTING THE FULL AMOUNT OF ALL CHARGES RELATED TO SEWER SERVICE IMPOSED ON CERTAIN REAL PROPERTY LOCATED ON SUSIE B. LANE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, on March 20, 2019, Leon County, Florida ("County") and the City of Tallahassee ("City") entered into that certain Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area ("Interlocal Agreement"), outlining the roles and responsibilities of the County and the City to support the construction and operation of a central sewage collection system ("Sewer System") to serve real property in certain areas located within the Wakulla Springs Primary Springs Protection Zone depicted in the Interlocal Agreement as "Belair/Annawood," which includes the following parcel of real property:

> Begin at the Northwest corner of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 19, Township 1 South, Range 1 East, and run thence East 160 feet to the point of the beginning, thence run South 132 feet, thence East 100 feet, thence North 132 feet, thence West 100 feet to the true point of the beginning. This property being in Leon County, Florida.

as per deed recorded in Official Records Book 1150, Page 741 of the public records of Leon County, Florida ("Parcel"); and

WHEREAS, in the Interlocal Agreement the County agreed to design, permit, and construct the Sewer System to serve Belair/Annawood, including the Parcel, and the City agreed to accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement of the Sewer System; and

WHEREAS, in the Interlocal Agreement the County agreed to use its best efforts to have property owners agree to connect to the Sewer System, but only the City and Florida Department of Health have authority to require property owners to connect to the Sewer System; and

WHEREAS, the Interlocal Agreement outlines the terms for charges, billing and collection, and requires that if a benefited property does not have a City utility account for metered service, the County will collect and remit to the City, on a recurring annual basis, the full amount of all applicable charges related to sewer service through a non-ad valorem assessment on the property owner's annual property tax bill; and

WHEREAS, Section 197.3632, Florida Statutes, establishes the uniform method for the levy, collection and enforcement of non-ad valorem assessments (the "Uniform Method") and authorizes the

County to elect to utilize the Uniform Method; and

WHEREAS, the County desires to utilize the Uniform Method for the purpose of collecting the full amount of all applicable charges related to sewer services provided to the Parcel, which does not have a City utility account for metered service; and

WHEREAS, in accordance with section 197.3632(3)(a), Florida Statutes, the County has published notice of its intent to use the Uniform Method for levying, collecting, and enforcing such non-ad valorem assessments on the Parcel.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. Intent to Utilize the Uniform Method.

(a) Pursuant to section 197.3632(3)(a), Florida Statutes, the Board hereby states its intent to utilize the Uniform Method of levying, collecting, and enforcing any and all non-ad valorem assessments for the provision of sewer services to the Parcel.

(b) The non-ad valorem assessment will be imposed only on the Parcel as follows: (i) the property owner has connected to the Sewer System but does not have a City utility account for metered City utility service, in which event the property shall be assessed the full amount of all charges related to sewer service; or (ii) the property owner has not connected to the Sewer System when available for connection in which event the property shall be assessed the applicable readiness-to-serve charge in accordance with Section 21-324, City of Tallahassee Code.

(c) The Board hereby determines that the levy, collection, and enforcement of all such non-ad valorem assessments is needed to pay or fund the cost of providing sewer services to the Parcel and is in the best interest of the County.

Section 2. Effective Date.

This resolution shall become effective immediately upon its adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 12th day of December, 2023.

LEON COUNTY, FLORIDA

By:_____
Carolyn D. Cummings, Chair
Board of County Commissioners

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

By:_____

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

By:_____

INTERLOCAL AGREEMENT FOR THE PROVISION OF SEWER SERVICE TO BELAIR/ANNAWOOD AREA

THIS AGREEMENT, made and entered into this 20 day of March, 2018, by the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the County is the sole local governmental entity to authorize the planning, construction and operation of central 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 the Belair/Annawood area, as depicted in Exhibit A which is attached hereto and by reference incorporated herein, ("Belair/Annawood") that onsite sewage treatment and disposal systems "(OSTDS") currently in use do not function properly due to soil and groundwater conditions; and,

WHEREAS, the County, having recognized the nitrate loads associated with OSTDS and the impact of nitrate loads on Wakulla Springs, will identify areas in the Wakulla Springs Primary Springs Protection Zone where elimination or retrofit of existing OSTDS will be required as part of the Wakulla Springs Basin Management Action Plan; and,

WHEREAS, the County was awarded Florida Department of Environmental Protection Springs Restoration Grants to joint-fund construction of a central sewage collection system ("Sewer System") to serve Belair/Annawood, which is located within the Primary Springs Protection Zone; and,

WHEREAS, the County has determined that it is in the best interests of the citizens of Belair/Annawood that sewer service be provided to the residences in that area by the City of Tallahassee; and,

WHEREAS, Belair/Annawood lies within the City sewer franchise area; however, a portion of the area lies within the Talquin Electric Cooperative ("TEC") water franchise area, and the remainder lies within the City water franchise area; and,

WHEREAS, Belair/Annawood is within the Lake Munson Target Area identified in the City Master Sewer Plan adopted in February 2016;

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:

a. The foregoing recitals are true and correct and are incorporated herein by reference.

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

Section 2. Responsibilities of County.

1. The County shall design, permit, and construct a new Sewer System to serve Belair/Annawood. The County will, at the County's expense, be responsible for acquiring all necessary property or property rights required for the construction, operation, maintenance, and replacement of the Sewer System. Such property or property rights shall be in form(s) acceptable to the City. The Sewer System's sewage collection piping shall use gravity flow to convey sewage first to conventional central pumping stations and then to a connection point on the existing City sewer system to be mutually agreed upon by the City and County.

2. The Sewer System design shall comply with the City's Engineering Design Manual for Water and Sewer Facilities and construction shall comply with the City's Technical Specifications for Water and Sewer Construction. The City's determination regarding compliance with such design and construction requirements shall be final. The County or its agent shall submit design plans to the City for review and approval. Construction shall not start until plans have been approved by the City. The City shall be timely in its review and approval, or disapproval, of plans submitted by the County in recognition of the County commitment to have service available as soon as possible.

3. The City is intended to be a third-party beneficiary of the contracts for design and construction of the Sewer System, and the County shall ensure that those contracts reflect such status for the City. As such, the design consultant and the contractor shall be directly liable to the County and the City for the proper and timely performance of all obligations under the respective contract including without limitation all warranty provisions. The County shall ensure that all guarantees and warranties related to design, construction, materials and equipment are assigned to the City. Upon completion of the Sewer System, or agreed portion thereof, and acceptance by the City for ownership, the County shall transfer ownership of the Sewer System, or agreed portion thereof, to the City along with all property and easements necessary for the operation, maintenance, repair, and replacement of the Sewer System or agreed portion thereof. It is agreed that the Sewer System does not include service lateral pipes between a customer and the sewer main and that easements for such piping are not required and will not be accepted.

4. The County will install sewer taps and will construct, to the property line, the associated sewer service laterals for each parcel served within Belair/Annawood. The County will use its best efforts to have property owners in Belair/Annawood agree to connect to the Sewer System. The County will extend the sewer lateral as necessary to complete the connection to the Sewer System, from the property line to the residence or other structure, for any parcels

where the owner agrees to connect to the Sewer System while the Sewer System is under construction.

Section 3. Responsibilities of City.

1. Upon completion of the Sewer System, or agreed portion thereof, and compliance with City specifications and requirements, the City shall accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement. The City shall utilize the completed Sewer System and its existing City sewage collection and treatment facilities to provide sewer service to Belair/Annawood. The City shall not be responsible for carrying out any of its responsibilities or obligations under this Agreement until the City has accepted ownership of the completed Sewer System. The City will not unreasonably withhold acceptance of the completed Sewer System for ownership, operation, and maintenance.

2. The City shall inspect construction of the Sewer System to ensure compliance with the previously approved City specifications and requirements. The County shall pay the City all costs incurred by the City for inspection and construction-related testing within forty-five (45) days following receipt of an invoice from the City for such inspection and testing.

3. Nothing in this Agreement shall prevent the City or County from using its general revenues to provide any of its services or financial assistance to any citizen or property owner inside Belair/Annawood.

4. Nothing herein shall be interpreted to require the City to assume responsibility for individual grinder pumps or discharge piping to the point of connection with the Sewer System.

Section 4. Terms of Service.

1. Sewer System service under this Agreement will be provided consistent with applicable City ordinances and policies, standards, procedures, regulations, rates, fees, loan programs and charges.

2. Any property owner desiring to connect to the Sewer System may do so at any time that service is available. Owners whose property is within the City water and sewer franchise area who connect to the Sewer System must also connect to the City water system, if the water system is available.

3. Any property owner that does not connect to the Sewer System will be charged the applicable readiness-to-serve charge in accordance with Sec 21-324, City of Tallahassee Code.

4. The County shall not issue any permits for new construction within the Belair/Annawood area unless the structure is proposed to be connected to the Sewer System.

5. Should the County become aware of a failing septic system in the Belair/Annawood area, the County agrees to notify the City and the Health Department.

Section 5. Charges, Billing and Collection

1. All charges for sewer service, readiness-to-serve, late payment, connect, disconnect and similar administrative charges shall be levied consistent with Chapter 21, City of Tallahassee Code.

2. Upon completion of the Sewer System and acceptance for ownership by the City, the County will pay to City, the sewer System Charges for each parcel for which a tap was provided in the Belair/Annawood area, regardless of whether the owners of such parcels agree to connect to the Sewer System. In recognition of County's payment of all System Charges, the City will reduce the System Charge applicable to the Belair/Annawood parcels by one third. The City shall invoice the County for all System Charges following City acceptance of the Sewer System for ownership and the County shall pay these charges within forty-five (45) days following receipt of the invoice.

3. No tap fees will be required at the time of customer connection for any parcel where the tap and lateral extension were installed by the County during original construction of the Sewer System.

4. The City will bill recurring sewer service charges in the Belair/Annawood area through a City customer utility account if an account exists for a metered City utility service. If a property owner does not have a City utility account for a metered service, the County will collect and remit to the City, on a recurring annual basis, the full amount of all charges related to sewer service through a non-ad valorem assessment on the owner's annual property tax bill. The County agrees to make all necessary arrangements and defray any associated administrative expenses associated with imposing said non-ad valorem assessment pursuant to Section 125.01, Florida Statutes, and in accordance with Section 197.3632, Florida Statutes.

5. The County will make said arrangements for the non-ad valorem assessment in a manner such that the first assessment is collected in the first calendar year subsequent to City acceptance of the Sewer System, or as soon thereafter as reasonably possible consistent with the notice and public hearing requirements provided in Section 197.3632, Florida Statutes. If the timing of the first assessment is such that only a partial year of service, or readiness-to-serve, charges is to be assessed, then the assessed charges shall be pro-rated based on the date of City notification of sewer availability, or the date of connection, as applicable. Assessments in subsequent years shall be for any past sewer service, or readiness-to-serve, charges not previously assessed or collected plus an additional 12 months of service or readiness-to-serve charges, except where a new customer has connected, in which case the sewer service charge and readiness-to-serve charges shall be pro-rated based upon the date of connection. The County will ensure that all charges related to sewer service, or readiness to serve, will be assessed within two

years of following the date on which each customer is connected to the Sewer System.

6. Each year the City shall provide the County information specifying the applicable sewer service related charges for each parcel served within the Belair/Annawood area. The County shall set a uniform recurring date by which this information must be provided.

7. If after timely receipt from the City of the applicable charges for each parcel within the Belair/Annawood area, the County fails to make arrangements for the non-ad valorem assessment for those charges, the County will remit to the City the full amount of the charges that should have been assessed.

8. The County agrees to use all the collection procedures available to it pursuant to Section 125.01, Florida Statutes, and Section 197.3632, Florida Statutes, to collect and remit to the City the assessed sewer charges from each property within the Belair/Annawood area.

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 provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section.

2. The aggrieved Party shall give written notice to the other Party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

3. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners.

4. If a dispute is not resolved by the foregoing step, within forty-five (45) 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 Mayor shall represent the City and the Chair shall represent the County. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (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 sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

a) Such arbitration shall be initiated by delivery, from one Party (the "Petitioner") to the other (the "Respondent"), of a written Arbitration Notice therefore containing a statement of the nature of the dispute involved. The Respondent, within ten (10) days following its receipt of such Arbitration Notice, shall deliver an answering statement to the Petitioner. 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 involved.

b) Within ten (10) days following the delivery of such Arbitration Notice, 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.

c) 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. General Provisions.

1. Governing Law and Venue. This Agreement shall govern 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 superseded 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 advice 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 charter county and 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 attorney's 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.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood as of the date written above.

LEON COUNTY,
FLORIDA

By: _____
Vincent S. Long
County Administrator

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

CITY OF TALLAHASSEE,
FLORIDA

By: _____
Reese Goad
City Manager

ATTEST:

By: _____
James O. Cooke, IV
City Treasurer - Clerk

APPROVED AS TO FORM:
City Attorney's Office

By: _____
City Attorney

SEAL OF THE CITY OF TALLAHASSEE
INCORPORATED
A.D. 1840

Exhibit A

Belair/Annawood Area

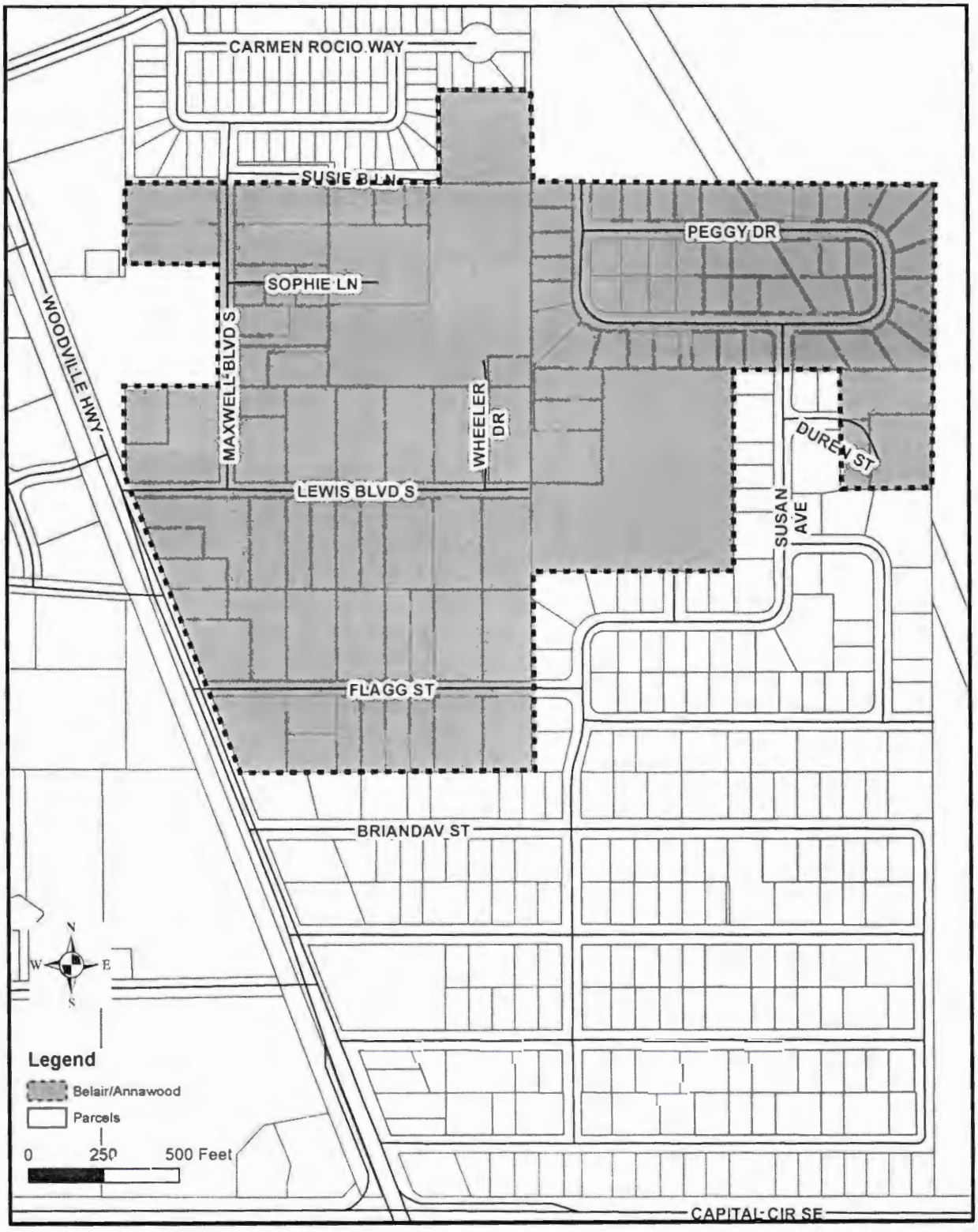


Exhibit A
Page 1 of 1

NOTICE

Notice is hereby given, pursuant to Section 197.3632(3), Florida Statutes, that the Board of County Commissioners of Leon County, Florida, intends to utilize the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting sewer service usage charges and readiness-to-serve charges on the following real property:

> Begin at the Northwest corner of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 19, Township 1 South, Range 1 East, and run thence East 160 feet to the point of the beginning, thence run South 132 feet, thence East 100 feet, thence North 132 feet, thence West 100 feet to the true point of the beginning. This property being in Leon County, Florida.

The assessment is intended to recover all charges related to sewer service, including readiness-to-serve charges, for such real property where the property owners do not have a City of Tallahassee metered utility account.

Notice is also hereby given that the Board of County Commissioners of Leon County, Florida, will conduct a public hearing on Tuesday, December 12, 2023, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider utilizing the Uniform Method of levy, collection, and enforcement of non-ad valorem assessments for the purpose of collecting sewer service usage charges and readiness-to-serve charges on the real property located as described above.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Interested parties may also provide virtual real-time public comments during the public hearing. Interested parties wishing to provide virtual real-time public comments must complete and submit the registration form provided at https://www2.leoncountyfl.gov/coadmin/agenda/ by 8:00 p.m. on Monday, December 11, 2023. Following submittal of the registration form, further instructions for participating in the meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Publish: November 20 & 27, 2023; December 4 & 11, 2023.